

66  
FREE DEED

RECORDED AT REQUEST  
OF CAL LAND TITLE

1999-0090267


Recorded	REC FEE	
Official Records	CONVERS	.00
County Of	MOD FEE	.00
Marin	REC FEE	.00
JOAN C. THAYER	TRIAL C	.00
Recorder		

11:45AM 29-Dec-1999 | FS Page 1 of 66

WHEN RECORDED RETURN TO:

U.S. ARMY CORPS OF ENGINEERS  
SACRAMENTO DISTRICT  
ATTN: CESPK-RE-MC  
1325 J STREET  
SACRAMENTO, CA 95814-2922

NO DOCUMENTARY TAX DUE

  
Attorney ALBENT  
AP 157-180-39 PTN CA 10-194

### QUITCLAIM DEED

THIS DEED, by and between the UNITED STATES OF AMERICA, hereinafter referred to as the GRANTOR, acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the Secretary of the Army, under and pursuant to the power and authority contained in the National Defense Authorization Act for fiscal year 1996, Public Law No. 104-106, Section 2864, and the CITY OF NOVATO, a municipal corporation located in Marin County, California, hereinafter referred to as the GRANTEE.

#### WITNESSETH THAT:

WHEREAS, the GRANTOR is the owner of certain real property located within the formerly designated Hamilton Army Airfield, situated in Marin County, in the State of California, a portion of which is to be herein conveyed, that portion is hereinafter referred to as the "Property", consisting of approximately 163.25 acres and more fully described in EXHIBIT "A" attached hereto and made a part hereof; and

WHEREAS, the GRANTOR, in consultation with the California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation, have determined that the Property contains buildings, structures, and other properties that contribute to the significance of the Hamilton Field Historic District. A Memorandum of Agreement was executed between the Army, General Services Administration, the SHPO, and the Advisory Council, approved April 26, 1994, to resolve any adverse affects; and

WHEREAS, with regard to the Property, the Government has fulfilled the requirements of the Stewart B. McKinney Homeless Assistance Act, 40 U.S.C. 11411.

NOW, THEREFORE, the GRANTOR, for and in consideration of the monetary sum of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby

acknowledged, and for the performance by the GRANTEE of the covenants, conditions, reservations, and restrictions hereinafter contained, does hereby REMISE, RELEASE, and QUITCLAIM to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand which the GRANTOR has in and to the Property, described in EXHIBIT A.

TOGETHER WITH all buildings, facilities, utility systems, utilities, utility lines and poles, conduits, infrastructure, roadways, railroads, bridges and improvements thereon and appurtenances thereto; all easements, reservations and other rights thereto owned by the GRANTOR; all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging to or related thereto; and all mineral rights owned by GRANTOR and not otherwise hereinafter excluded, now existing on, within and under the subject parcels of the Property.

I This conveyance is made subject to the following EXCLUSIONS, and RESERVATIONS:

A. The GRANTOR reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, any available utilities at reasonable cost to the GRANTOR. These rights shall also be exercisable in the event a remedial action, response action or corrective action is found to be necessary to carry out a remedial action, response action, or corrective action of adjoining property. Pursuant to this reservation, the GRANTOR and its officers, agents, employees, contractors, subcontractors shall have the right, upon reasonable notice to the GRANTEE or the then owner and any authorized occupant of the Property, to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility. These rights of access shall include but not be limited to the right of access in any case in which the potential for a response action or corrective action is found to be necessary after the date of title conveyance. Without the express written consent of the GRANTOR, neither the GRANTEE, its successors or assigns, nor any other person or entity acting for and on behalf of the GRANTEE, its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the GRANTOR, or interrupt, relocate or otherwise interfere with any Remediation System now or in the future located on, over, through, or across any portion of the Property.

B. A non-exclusive easement hereby reserved to the GRANTOR, its successors and assigns for the presence, operation, repair, replacement, modification, maintenance, and other requirements necessary to permit the GRANTOR to continue disposal of property at the former Hamilton Army Airfield, which will

terminate upon complete disposal of the former Hamilton Army Airfield.

C. The Property is taken by the GRANTEE subject to any and all valid and existing: (1) recorded and unrecorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of streets, utility systems, rights-of-way, railroads, pipelines, and/or (2) covenants, exceptions, interests, liens, reservations and agreements of record, and applicable restrictions, including building heights and land use.

D. The GRANTOR hereby reserves and retains non-exclusive easements for reasonable access across, on and over Aberdeen Road and the proposed Landfill 26 Access Road, as described in the attached Exhibit A-1, or a substantially equivalent alternative designated by the GRANTEE across, on and over the Property (the "Easement Road"), for the benefit of the adjacent property of the GRANTOR which is described in the attached Exhibit A ("the Hamilton Airfield Property") in order to;

(1) Construct wetlands and associated habitats on the Hamilton Airfield Property as part of the Hamilton Wetlands Restoration Project (the "Construction Easement"); and

(2) monitor, manage, operate and maintain wetlands and associated habitats on the Hamilton Airfield Property upon completion of construction of the Hamilton Wetlands Restoration Project (the "Monitoring Easement"); subject to the following provisions:

(a) The GRANTEE may relocate the Easement Road following written notice to the GRANTOR or its successor(s) in interest, so long as:

(i) the Easement Road continues to provide substantially equivalent access to the Hamilton Airfield Property for the purposes set forth above; and

(ii) the time and manner of relocation would not significantly interrupt construction or necessary repair of wetlands and associated habitats on the Hamilton Airfield Property then in progress. If the GRANTOR or its successor objects, in writing, to the relocation of the Easement Road within thirty (30) days of receipt of the notice required herein, then GRANTEE shall revise the design or schedule of the relocation to accommodate GRANTOR'S need to obtain substantially equivalent access to the Hamilton Airfield Property and/or construction or repairs then in progress; otherwise the Easement Road shall be relocated in the manner provided in GRANTEE'S written notice.

(b) Until such time as the GRANTEE shall notify GRANTOR that the Easement Road is open for general access, GRANTOR and its successors and assigns, shall restrict its use of the easements herein reserved to exclusive use by GRANTOR, its successors and assigns, and/or their agents, contractors, and employees, by means of gates, chains or other means reasonably acceptable to GRANTEE to assure such limited access.

(c) GRANTEE hereby acknowledges and agrees that implementation of the Hamilton Wetlands Restoration Project will involve the assignment and use of the easements for construction and monitoring purposes by the United States and its contractors, subject to the following provisions:

(i) GRANTOR, or its successors or assigns, shall be responsible for costs of repair and maintenance of the Easement Road caused or required by the use of the Construction Easement, exceeding normal wear and tear;

(ii) GRANTOR shall require all its successors or assigns, and contractors, agents or other parties using the Construction Easement, as a condition to such use, to maintain liability and property damage insurance in such amounts, form and from carriers as may be reasonably required by GRANTEE, and to name GRANTEE as additional insured unless such successor is self-insured.

(iii) GRANTEE shall have no responsibility to incur any cost for the repair or maintenance of the Easement Road except those costs for the repair and maintenance of the Easement road caused or required by GRANTEE'S use of the Easement Road.

(d) GRANTOR shall not assign the easements herein reserved except as necessary to implementation of the Hamilton Wetlands Restoration Project, and shall not transfer the easements except in conjunction with the transfer of GRANTOR'S interest in the Hamilton Airfield Property, to which this easement is appurtenant. The terms, conditions and provisions of this easement set forth above shall be binding on and inure to the benefit of all successors in interest to the GRANTOR and the GRANTEE in the Hamilton Airfield Property and in the property herein transferred, respectively.

**II. This conveyance is made subject to the following COVENANTS and CONDITION RESTRICTING USE:**

A. Pursuant to Section 2864 of Public Law 104-106, the **GRANTEE** covenants for itself, its successors, and assigns to use in perpetuity the **Property** and, every part thereof, solely for school classroom, or other educational use or for use as a public park or recreation area. The **GRANTEE**, its successors or assigns will never undertake nor allow any activity on or use of the **Property** that may adversely affect or detract from use of the **Property** for such purposes. This restriction binds and runs with the land and is forever hereinafter enforceable. The restriction and covenant benefit the public in general and lands in the community surrounding the **Property** and is enforceable by the United States government or the State of California. The **GRANTEE** covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the restrictions in this Section A in all subsequent lease, transfer, or conveyance documents relating to the **Property**, except as provided for in Section B. below.

B. Pursuant to Section 2864 of Public Law 104-106, subject **Property** is transferred as a public benefit transfer subject to the condition that the property be used only for a school, a classroom or other educational use and for use as a public park or recreation area.

1. The **GRANTOR** hereby reserves a reversionary interest in the **Property**. The **Property**, or the affected portion thereof, as determined by the **GRANTOR**, upon election of the Administrator of the General Services Administration, shall revert to the United States in the event that: (a) the **GRANTEE** or its successors or assigns (collectively **GRANTEE**) has failed to make a payment as required in accordance with subsection 2 below, or (b) that a portion of the **Property** is not being utilized in accordance with the restrictions on use. In the event of reversion, the **GRANTOR** shall have the immediate right of entry and possession of the **Property** herein conveyed and the **GRANTEE** shall execute any and all documentation that the **GRANTOR** deems necessary to perfect or provide record notice of the reversion and for the full and complete transfer and reversion of all right, title, and interest in the **Property** herein conveyed to the **GRANTOR**. The **GRANTEE** shall be liable for any and all costs incurred by the **GRANTOR** in perfecting the reversion and transfer of title, including court costs, attorneys fees, recordation fees, and other expenses. Any and all improvements on said **Property** made by the **GRANTEE** shall become the property of the United States upon reversion, and the **GRANTEE** shall not be entitled to reimbursement or payment therefor and the **GRANTEE** shall have no claim against the United States with respect thereto.

2. Within 10 years after the date of this Quitclaim Deed, the **GRANTEE** may reconvey all or any part of the **Property** to a third party without the use restrictions specified in Section A. above, provided that the **GRANTEE** pays

to the Secretary of the Army the Net Proceeds (defined in subsection 4 below).

Upon full payment of the Net Proceeds, the Secretary of the Army shall deliver to the GRANTEE an acknowledgment of the receipt of the Net Proceeds and a release of the reversionary interest retained herein as to the affected land. During the Initial Resale Period (as defined in subsection 4 below), re-conveyance by the GRANTEE must be a per acre price of no less than \$87,324.00. Thereafter any reconveyance by the GRANTEE must be at a price at least equal to the Approved Fair Market Value (as defined in subsection 4 below). Except as provided for in this subsection 2, the reversionary interest shall be permanent and shall run with the land.

3. The GRANTEE may reconvey the Property or portions thereof to another public or quasi-public agency for public uses as permitted under Section A. of this Quitclaim Deed, subject to the reversionary interest retained herein.

4. For the purpose of this Section B, the following terms and phrases shall have the indicated meanings:

(a) The phrase Approved Fair Market Value shall, with respect to the Property, mean the appraised fair market value per acre -- provided that all appraisals must be performed by an independent appraiser, conform to accepted appraising practices, and be approved by the GRANTOR.

(b) The phrase Demonstrated Reasonable Resale Costs shall mean:

(i) Costs incurred by the GRANTEE of the type and amount typically born by a seller in a comparable real estate transaction in Marin County, California, and

(ii) Subject to audit and verification by the Department of the Army, shall also include recording taxes, deed preparation expenses, title search and insurance premiums and fees, customary escrow or settlement fees and expenses, survey and study costs, and such other costs as are directly related to the sale and fairly allocable to the parcel concerned, but,

(iii) The phrase shall not include the costs of obtaining any necessary zoning approvals or permits, marketing costs, brokerage costs, and costs incurred prior to the GRANTEE'S receipt of the Property from the GRANTOR that relate only indirectly to the subject sale.

(c) The phrase Initial Resale Period for the Property shall mean that period of time from the date of this Quitclaim Deed until the date that marks the one-year anniversary of the date the GRANTOR notifies the GRANTEE in writing of the completion of the cleanup of contaminated soil in the Landfill

and the groundwater treatment facilities as provided for in Section 2864 of Public Law 104-106;

(d) the phrase Value-Adding Improvements Costs shall mean, subject to audit and verification of the Department of the Army, the costs of any infrastructure or other improvements properly allocable to the Property except that the total amount of such costs may not exceed the difference between the Approved Fair Market Value per acre price of the Property to be sold with the improvements and the Approved Fair Market Value per acre price of the Property to be sold without the improvements; and

(e) the phrase Net Proceeds shall mean the amount realized from the GRANTEE'S resale of any portion of the Property minus the GRANTEE'S Demonstrated Reasonable Sale Costs and minus the GRANTEE'S Value-Adding Improvement Costs.

III. TO HAVE AND TO HOLD the Property unto the GRANTEE and its successors and assigns forever, PROVIDED that this deed is made and accepted upon each of the following notices and covenants, which notices and covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity, as follows:

A. AS IS

The Property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated herein, by the GRANTEE as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR to make any alterations, repairs, or additions, and said GRANTOR shall not be liable for any latent or patent defects in the Property.

B. ENVIRONMENTAL CONDITION OF PROPERTY

The GRANTEE acknowledges that it has received the technical environmental reports, prepared by, or on behalf of, the GRANTOR, the GRANTEE, and others, including the *Statement of Condition, Ammo Hill and 800B Parcels, Phase II GSA Sale Property, Hamilton Army Airfield, Novato, California* dated September 15, 1999 which is incorporated into and made a part of this deed as EXHIBIT B. The GRANTEE has been given the opportunity to inspect the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the GRANTEE'S intended use, human health, and the environment in general, except as otherwise noted herein without liability to the GRANTOR. The GRANTEE'S acknowledgment of the condition

of the Property creates a rebuttable presumption that any substance discovered on the Property after the date of the transfer is related solely to the activity of, caused, deposited, or created by the GRANTEE, its successors, or assigns. The GRANTEE, its successors and assigns, as consideration for the conveyance, agrees to hold harmless and indemnify the GRANTOR from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on the Property by the GRANTEE, or its successors, agents, employees, invitees or contractors. This paragraph shall not affect or limit the GRANTOR'S liabilities under applicable law or its responsibilities to conduct response actions or corrective actions that are required by applicable law.

#### C. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) MITIGATION MEASURES

The GRANTEE, its successors, and assigns, shall comply with, complete and maintain those certain specific NEPA mitigation measures identified in the *Environmental Assessment and Finding of No Significant Impact for Phase II GSA Sale Parcel Disposal and Reuse at Hamilton Army Airfield, Novato California, June 1997*, and as agreed to in the Memorandum of Agreement (MOA) between the GRANTEE and GRANTOR dated June 26, 1997.

#### D. CERCLA NOTICE and COVENANTS

1. Pursuant to Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) 42 U.S.C., section 9620 (h)(3), the GRANTOR has made a complete search of its records concerning the Property subject to this deed. Those records indicate that the hazardous substances, as defined by Section 101(14) of CERCLA, and listed in Atch 1, have been stored for one year or more, released, or disposed of on the Property during the time the Property was owned by the GRANTOR.

2. The GRANTOR hereby covenants that:

a. All remedial action necessary to protect human health and the environment with respect to any such substances remaining on the Property has been taken before the date of conveyance;

b. Any additional remedial action found to be necessary after the date of the conveyance with respect to such substances remaining on the Property shall be conducted by the GRANTOR; and.

c. The covenants provided in Paragraph III.D.1. and III.D.2.a. above shall not apply in any case where the GRANTEE, or a successor or assign, is



responsible for any environmental condition on the Property under Paragraph III.I.

3. The GRANTOR reserves a right of access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of this conveyance as defined in Section I.A.

#### E. NOTICE OF THE PRESENCE OF ASBESTOS CONTAINING MATERIALS (ACM)

1. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (ACM) has been found on the Property, as described in the *Asbestos Survey, Sale Property, Hamilton Air Force Base, Novato, California, Woodward-Clyde (8/87)*. The GRANTOR represents that the ACM on the Property does not currently pose a threat to human health or the environment, all friable asbestos that posed a risk to human health having either been removed or encapsulated prior to this conveyance.
2. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTOR, its successors or assigns, lessees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.
3. GRANTEE, its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
4. The GRANTEE further agrees to indemnify and hold harmless the GRANTOR, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property to the GRANTEE or any future remediation or abatement of asbestos or the need therefor. The

GRANTEE'S obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. This paragraph shall not affect or limit the GRANTOR'S liabilities or its responsibilities under applicable Federal laws, rules and regulations.

**F. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP)**

1. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain LBP. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from LBP that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on LBP hazards from risk assessments or inspections in the sellers possession and notify the buyer of any known LBP hazards. A risk assessment or inspection for possible LBP hazards is recommended prior to purchase. Residential Real Property means any housing constructed prior to 1978, except housing for the elderly (households reserved for or composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

2. Available information concerning known LBP and/or LBP hazards, the location of LBP and/or LBP hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the GRANTEE. Additionally, the following reports pertaining to LBP and/or LBP hazards have been provided to the GRANTEE: *Statement of Condition, Ammo Hill and 800B Parcels, Phase II GSA Sale Property, Hamilton Army Airfield, Novato, California* dated September 15, 1999. All purchasers must also receive the federally approved pamphlet on lead poisoning prevention. The GRANTEE hereby acknowledges receipt of all of the information described in this subparagraph.

3. The GRANTEE acknowledges that is has received the opportunity to conduct a risk assessment or inspection for the presence of LBP and/or LBP hazards prior to the execution of this deed.

4. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any structures on the Property as Residential Real Property without complying with this section and all applicable federal, state and local laws and regulations pertaining to LBP and/or LBP hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the GRANTEE, at its sole expense, will; (1) inspect for the presence of LBP and/or LBP hazards; (2) abate and eliminate LBP hazards by treating any defective LBP surface in accordance with all applicable laws and regulations; and (3) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE covenants and agrees to be responsible for any remediation of the LBP or LBP hazards on the Property found to be necessary after the date of the conveyance to the GRANTEE.

5. The Army assumes no liability for remediation, or damages for personal injury, illness, disability, or death, to the GRANTEE, its successors or assigns, lessees or to any other person, including members of the general public, arising from LBP or LBP hazards on the Property. The GRANTEE further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgements, costs and attorneys fees arising out of, or in any manner predicated upon, personal injury, death, or property damage resulting from, related to, caused by or arising out of LBP or LBP hazards on the Property. This paragraph shall not affect or limit the GRANTOR'S liabilities or its responsibilities under applicable Federal laws, rules and regulations.

#### **G. PRESENCE OF POLYCHLORINATED BIPHENYLS (PCBs)**

The Property contains in-use electrical transformers that may contain PCBs at concentrations between 5 and 49 parts per million. These transformers and the PCB within pose no risk to human health and the environment as of the date of transfer. The GRANTEE, its successors, and assigns, assume responsibility for the maintenance testing and proper disposal of transformers that are removed from service and any remediation that may be required with respect to said transformers in the future.

#### **H. NON-DISCRIMINATION**

1. With respect to activities related to the Property, the GRANTEE hereby agrees that it will comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now in effect, to the end that, in accordance with said Act and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap be excluded

from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the **GRANTEE**, its successors and assigns.

2. With respect to activities related to the **Property**, the **GRANTEE** shall not discriminate against any person or persons or exclude them from participation in the **GRANTEE'S** operations, programs or activities conducted on the **Property**, because of race, color, religion, sex, age, handicap, or national religion.

#### **I. INDEMNIFICATION**

1. The **GRANTEE** shall indemnify and hold the United States harmless from all claims, liability, loss, cost, environmental contamination, or damage arising out of or resulting from any improvements made to or work conducted on the **Property** conveyed herein by the **GRANTEE**, its agents, employees, or contractors prior to the date of this deed, except where such claims, liability, loss, cost, environmental contamination, or damage is the result of the gross negligence or willful misconduct of the Army or its employees, agents, or contractors. This paragraph shall not affect or limit the **GRANTOR'S** liabilities or its responsibilities under applicable Federal laws, rules and regulations.

2. The **GRANTEE** and any successor, assignee, transferee, lender or lessee of the **GRANTEE** or its successors and assigns shall indemnify and hold harmless the United States from all claims liability, loss, environmental contamination or damage arising out of or resulting from commitment or implementation of any or all NEPA Mitigation Measures as specified in the MOA dated June 26, 1997.

#### **J. IMMUNITIES**

The **GRANTEE** is not entitled to any of the immunities which the United States may have had in using the **Property** while it was part of Hamilton Air Force Base or Hamilton Army Airfield, California. The **GRANTEE** is not exempt from acquiring the necessary permits and authorizations from, or from meeting the requirements of, the local, county, and state jurisdictions before using the **Property** for any purpose. The **Property**, immediately after conveyance to the **GRANTEE** will be subject to all local, county, and state laws, regulations, and ordinances. The **GRANTEE** shall comply with the applicable environmental laws and regulations and all other Federal, state, and local laws, regulations, and standards that are or may become applicable to the **GRANTEE'S** proposed activity on the **Property**. The **GRANTEE** shall be solely responsible for fulfilling, at its own cost and expense, the requirements of the new governing authorities, independent of any existing permits or United States usages.

#### K. NOTICE OF PROGRAMMATIC AGREEMENT

The GRANTEE agrees to comply with the applicable provisions of the Programmatic Agreement as described in the Memorandum of Agreement among the United States Army, The General Services Administration, The California State Historic Preservation Officer and The Advisory Council on Historic Preservation Regarding the Partial Disposal and Development of Hamilton Field, Marin County, California, with which the GRANTOR concurred. Said Programmatic Agreement is related to the activities that may affect structures, facilities, or cultural or archeological sites eligible for or listed on the National Register of Historic Places.

#### L. RESTRICTIVE LAND USE COVENANT

The GRANTEE agrees to comply with the land use restrictions as described in the *Covenant to Restrict Use of Property Environmental Restriction* dated September 16, 1999 between the United States acting by and through the US Army Corps of Engineers, California Department of Toxic Substances Control and the San Francisco Bay Regional Water Quality Control Board is attached hereto (Atch 2) and made a part hereof.

PROVIDED, HOWEVER, that the failure of the GRANTOR or its successor to insist in any one or more instances upon complete performance of any of the said covenants shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed by the Deputy Assistant Secretary of the Army (I&H), and the Seal of the Department of the Army to be hereunto affixed this 20th day of December, 1999.

UNITED STATES OF AMERICA

By



Paul W. Johnson

Deputy Assistant Secretary of the Army (I&H)



## ACCEPTANCE

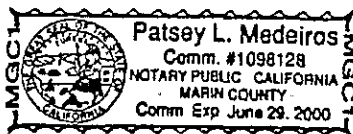
Acceptance of the Property pursuant to this Deed is found to be in the best interests of the City of Novato. This is to certify that the interest in real property conveyed by this Deed from the United States of America to the City of Novato, a municipal corporation located in the County of Marin, State of California, is hereby accepted.

By: Wally Bobkiewicz  
City of Novato WALLY BOBKIEWICZ  
Title: Acting City Manager  
Date: December 27, 1999

STATE OF CALIFORNIA )  
CITY OF NOVATO) ss

The foregoing instrument was acknowledged before me this 27th day of December, 1999, by Patsey L. Medeiros,  
Notary Public.

WITNESS my hand and official seal.



Patsey L. Medeiros  
Notary Public

Residing in the State of California  
My Commission Expires: June 29, 2000

Atch 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

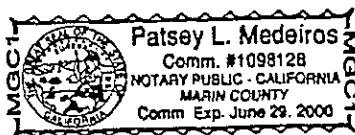
State of CALIFORNIA

County of MARIN

On December 27, 1999 before me, Patsey L. Medeiros, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Wally Bobkiewicz  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐



proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patsey L. Medeiros  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)      ☐ LIMITED  
                         ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Quitclaim Deed

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



Revised: September 21, 1999  
Date: September 9, 1999  
File: 8-410-038-E

DESCRIPTION  
NORTH HAMILTON PARCEL

A parcel of land lying within the boundaries of Hamilton Air Force Base, County of Marin, State of California, described as follows:

Parcel 1

Beginning at a point on the northwesterly line of Tract No. 1, as described in the judgement, recorded December 28, 1944 in Book 478 of Official records, at Page 209, Marin County Records, said point being the intersection of said northwesterly line with the northeasterly line of the parcel granted to the Golden Gate Bridge Highway & Transportation District by deed recorded June 29, 1990, in Document No. 90-38197, Marin County Records;

1. thence along said line of Tract No. 1 North 56°04'30" East (North 54°39'46" East judgement) 746.43 feet;
2. thence North 17°58'58" East (North 16°34'14" East judgement) 385.18 feet to a point called "SJ 33" in said judgement, and in the quitclaim deed from the State of California to the United States of America, recorded January 17, 1985, in Document Number 85-002142, Marin County Records Office;
3. thence leaving said judgement line, and along the line of said quitclaim deed North 17°58'58" East (North 16°41' East Deed) 355.63 feet;
4. thence South 86°02'02" East (South 87°20' East deed) 46.72 feet;
5. thence North 25°01'29" East ( North 23°43'31" East deed) 570.94 feet;
6. thence North 37°22'39" East (North 36°04'41" East deed) 583.81 feet;
7. thence North 82°50'58" East (North 81°33' East deed) 733.49 feet to an intersection with a northwesterly extension of the northeasterly line of Lot 1, shown as bearing "South 43°38'33" East 974.80" on the map of Hamilton Field, filed December 13, 1995, in Book 21 of Maps, Page 45, Marin County Records;
8. thence leaving the line of said quitclaim deed (Document No. 85-002142), South 43°38'33" East 2,642.28 feet to the most northerly corner of said Lot 1.
9. thence along the line of said Lot 1, South 46°21'27" West 200.81 feet;

10. thence South  $07^{\circ}53'05''$  West 213.30 feet;
11. thence South  $13^{\circ}18'52''$  East 23.24 feet;
12. thence South  $43^{\circ}38'33''$  East 631.79 feet;
13. thence South  $21^{\circ}24'08''$  West 681.03 feet to the northeasterly line of the parcel granted to the City of Novato by quitclaim deed recorded October 10, 1997, in Document #97-057878 Marin County Records;
14. thence leaving the line of said Lot 1, and along the line of said City of Novato parcel North  $74^{\circ}25'30''$  West 770.46 feet;
15. thence North  $18^{\circ}11'51''$  West 250.22 feet;
16. thence along a curve to the right, tangent to the preceding course, having a radius of 500.00 feet, through a central angle of  $16^{\circ}46'47''$ , an arc length of 146.43 feet;
17. thence North  $01^{\circ}25'04''$  West 282.03 feet;
18. thence South  $89^{\circ}12'11''$  West 146.98 feet;
19. thence South  $28^{\circ}22'37''$  West 192.83 feet;
20. thence South  $05^{\circ}46'38''$  East 354.80 feet;
21. thence along a curve to the right, tangent to the preceding course, having a radius of 305.00 feet, through a central angle of  $44^{\circ}03'12''$ , an arc length of 234.51 feet;
22. thence South  $38^{\circ}16'34''$  West 343.69 feet;
23. thence South  $39^{\circ}40'50''$  West 485.55 feet;
24. thence North  $84^{\circ}38'47''$  West 597.50 feet to the northeasterly line of the parcel conveyed to the Golden Gate Bridge, Highway & Transportation District, by deed, recorded in Document No. 90-038197, Marin County Records;
25. thence leaving the line of said City Parcel (97-057878), and along said line of the Golden Gate Bridge, Highway & Transportation District, along a non tangent curve to the left, whose radius point bears South  $45^{\circ}14'14''$  West 1,934.91 feet, through a central angle of  $03^{\circ}12'58''$ , an arc length of 108.61 feet;
26. thence continuing along said line of the Golden Gate Bridge, Highway & Transportation District North  $47^{\circ}58'44''$  West 2,348.63 feet to the Point of Beginning.

Containing 216.71 acres more or less.

Excepting therefrom the following described parcels:

Parcel Two (Tank Farm)

Beginning at an angle point on the northwesterly line of Lot 1 as shown on the Map of Hamilton Field recorded December 18, 1995, in book 21 of Maps at Page 45, Marin County Records, said point being South 46°21'27" West 200.81 feet from the most northerly corner of said Lot 1;

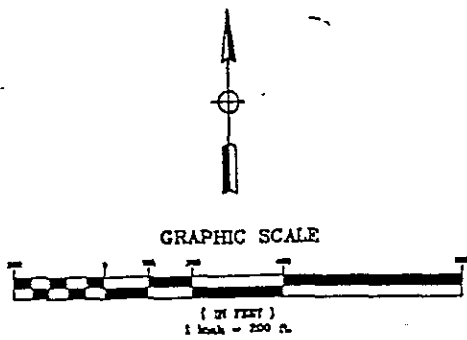
1. thence along the northerly line of said Lot 1 South 07°53'05" West 213.30 feet;
2. thence South 13°18'52" East 23.24 feet;
3. thence leaving said northerly line South 82°41'09" West 116.77 feet;
4. thence North 72°08'28" West 163.95 feet;
5. thence North 51°11'49" West 47.97 feet;
6. thence South 43°50'37" West 193.27 feet;
7. thence North 87°53'02" West 54.57 feet
8. thence North 63°27'55" West 193.55 feet;
9. thence North 56°26'45" West 120.59 feet;
10. thence South 30°41'12" West 95.01 feet;
11. thence North 56°58'19" West 145.93 feet;
12. thence in a northerly direction on a non-tangent curve to the right, whose radius point bears North 87°04'36" East, a distance of 300.00 feet, through a central angle of 31°20'30", an arc length of 164.10 feet;
13. thence North 45°01'37" East 315.84 feet;
14. thence North 80°54'55" East 50.04 feet;
15. thence South 73°10'17" East 590.36 feet;
16. thence North 21°57'09" East 16.89 feet;
17. thence South 73°36'03" East 17.43 feet;
18. thence South 43°04'15" East 101.54 feet to the Point of Beginning.

Parcel 3 (Landfill 26 and Buffer Zone)

Beginning at a point which bears South 87°24'36" West 710.96 feet from the most northerly corner of Lot 1 as shown on the map of Hamilton Field, recorded December 18, 1995, in Book 21 of Maps, at Page 45, Marin County Records;

1. thence South 37°52'54" West 361.02 feet;
2. thence North 72°10'53" West 47.54 feet;
3. thence South 17°49'07" West 96.13 feet;
4. thence South 06°57'39" West 187.39 feet;
5. thence South 28°22'37" West 615.49 feet;
6. thence South 80°04'37" West 453.18 feet;
7. thence along a curve to the right, tangent to the proceeding course, having a radius of 270.00 feet, through a central angle of 57°51'06", an arc length of 272.62 feet;
8. thence North 42°04'17" West 18.05 feet;
9. thence along a curve to the right, tangent to the proceeding course, having a radius of 290.00 feet, through a central angle of 47°55'43", an arc length of 242.59 feet;
10. thence North 05°51'26" East 423.59 feet;
11. thence North 13°53'28" West 153.07 feet;
12. thence North 16°01'13" West 417.48 feet;
13. thence North 39°48'20" East 838.72 feet;
14. thence North 39°00'27" East 326.67 feet;
15. thence South 51°10'25" East 561.68 feet;
16. thence South 28°29'09" East 194.22 feet;
17. thence South 24°17'15" East 550.03 feet to the Point of Beginning.

Net area after exceptions 163.31 acres.



MARIN COUNTY HUMANE SOCIETY  
(2752 OR 212)

BEL MARIN COMMERCE PARK  
UNIT 2  
(16 RM 28)

80' TOWER LINE EASEMENT  
(2102 OR 459)

LANDS OF GHILLOT  
BROS., INC.  
(3202 OR 288)

AMMO HILL PARCEL

AMMO HILL PARCEL & 800-B PARCEL  
GROSS AREA = 216.71 Ac.  
NET AREA = 163.31 Ac.

BUFFER ZONE  
21.80 AC.  
S84°49'30"W 65.17'  
S84°49'30"W 72.16'

PARCEL MAP  
OF HAMILTON FIELD  
PHASE TWO STAGE DE  
800-A PARCEL  
U.S. HIGHWAY 101  
N.W. DRIVE  
NORTH HAMILTON PARKWAY

800-B  
PARCEL

LANDS OF THE U.S. NAVY

STATE ACCESS ROAD

8						REVISION: BLK.	DRAWN BY: LRB/KSB	CSW [St] 790 DeLong (415) 892-471
7							DESIGNED BY: JCS	
6							CHECKED BY: JCS	
5							SCALE: 1"=200'	
4							DATE: JUNE 1, 1999	
3								
2								
1	9-21-W	REVISED AMMO HILL PARCEL BOUNDARY BASED ON FIELD SURVEY	JCS					
NUMBER	DATE	DESCRIPTION	BY					

EXHIBIT A

MARIN COUNTY FLOOD CONTROL  
& WATER CONSERVATION DISTRICT  
(3015 OR 405)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S86°02'02"E	48.72
L2	N13°18'37"W	23.24
L3	S43°04'15"E	101.54
L4	S73°28'03"E	17.43
L5	N21°37'08"E	18.89
L6	N80°54'55"E	50.04
L7	S30°41'17"W	85.01
L8	N87°33'02"W	54.57
L9	N51°11'49"W	47.97
L10	S87°41'09"W	116.77
L11	S77°10'33"E	47.84
L12	S17°49'07"W	177.03
L13	N47°04'17"W	18.05

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	500.00	$\Delta = 16^{\circ}48'47"$	148.43
C2	305.00	$\Delta = 44^{\circ}03'12"$	234.31
C3	1934.91	$\Delta = 03^{\circ}12'59"$	108.81
C4	90.00	$\Delta = 95^{\circ}51'26"$	150.57
C5	300.00	$\Delta = 31^{\circ}20'30"$	184.11
C6	270.00	$\Delta = 57^{\circ}51'06"$	272.52
C7	290.00	$\Delta = 47^{\circ}55'43"$	242.59

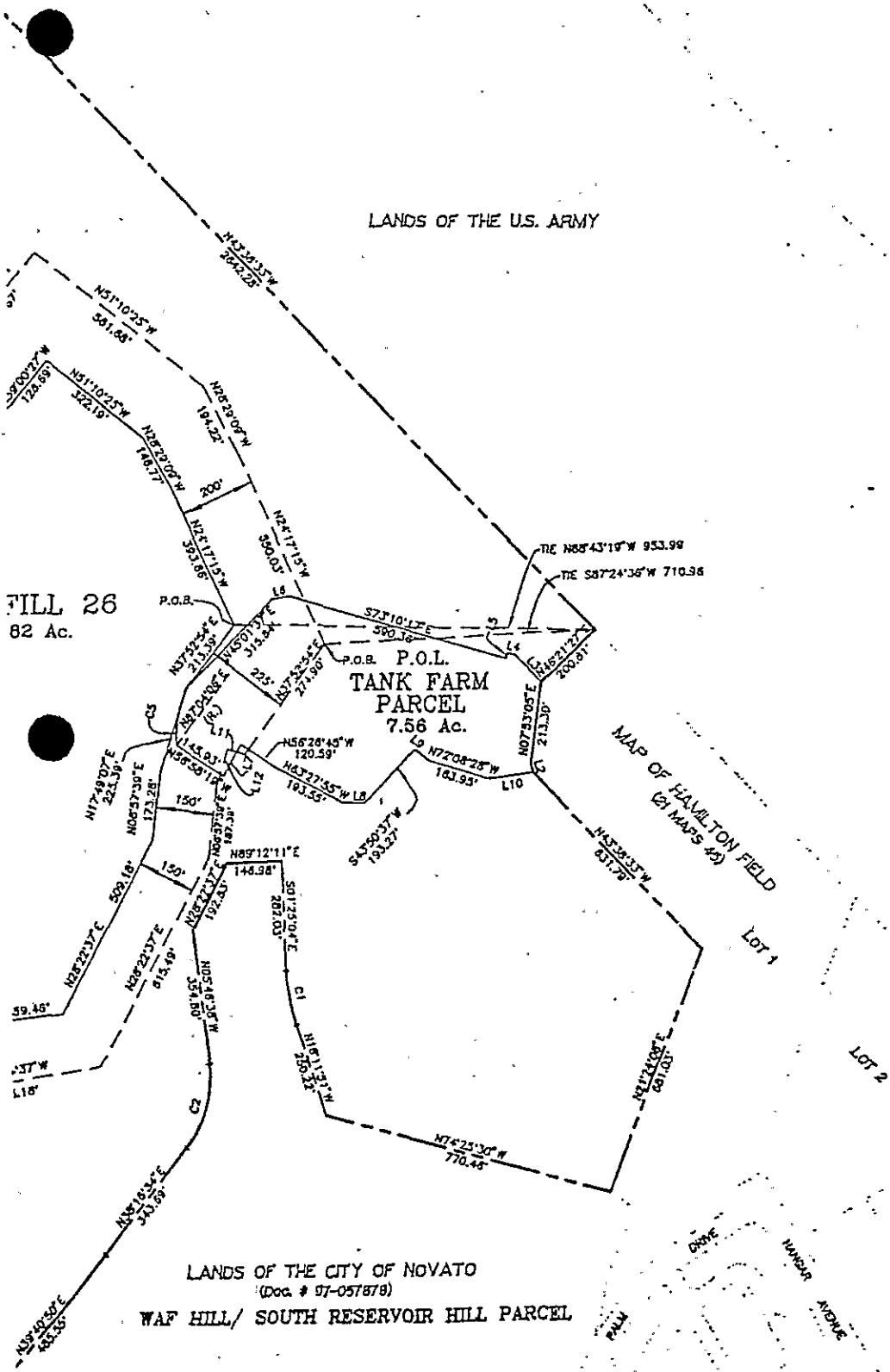


Exhibit  
A

2 of 2

SW/STUBER-STROEHL  
ENGINEERING GROUP, INC.  
INSULATING ENGINEERS  
OAKLAND, CA. 94612-3248  
FAX (415) 892-4502

PREPARED UNDER THE DIRECTION OF:

HAMILTON FIELD  
AMMO HILL PARCEL & 800-B PARCEL

CITY OF NOVATO

MARIN COUNTY

CALIFORNIA  
FILE NO. 98-4100-38-  
100386-1-251111-1111  
D 375-

SHEET

C1



10 September 1999

## STATEMENT OF CONDITION

AMMO HILL and 800-B PARCELS,  
PHASE II GSA SALE PROPERTY  
HAMILTON ARMY AIRFIELD  
NOVATO, CALIFORNIA

### I. PURPOSE

The purpose of this Statement of Condition (SOC) is to document the findings regarding environmental conditions related to the transfer of two parts of the GSA Phase II Sale Property at Hamilton Army Airfield (HAAF) located in the City of Novato, California (hereinafter referred to as the "Property"). The Ammo Hill Parcel part of the Property is intended to be conveyed by deed to the City of Novato for subsequent planned residential development and for retention as open space. The 800-B Parcel part of the Property is intended to be conveyed by deed to the City of Novato for open space and recreational use. This SOC also reflects consultation with Federal and State of California (hereinafter "State") environmental agencies.

### II. PROPERTY DESCRIPTION

The Property to be transferred is located in the City of Novato, Marin County, California and consists of approximately 163 acres of land, designated as the Ammo Hill and 800-B Parcel on Exhibit A (Map of Property).

### III. REGULATORY COORDINATION

The Department of Toxic Substances Control (DTSC) and the San Francisco Bay Regional Water Quality Control Board (RWQCB), herein referred to as "the State", have reviewed and approved the Final Remedial Action Plan (RAP) for the Property (Reference a.). The U.S. Environmental Protection Agency (EPA) was also consulted on the environmental condition of this Property.

### IV. REFERENCED DOCUMENTS

The findings and conclusion in this SOC are based on the following documents:

- a. Letter from Department of Toxic Substances Control, Subject: Approval for Remedial Action Plan for GSA Phase II Sales Area, December 30, 1998
- b. Interim Removal Action Completion Report for GSA Phase II Sales Area (IT, 12/98)
- c. Final Remedial Action Plan for GSA Phase II Sales Area (IT, 12/98)



- d. Risk Assessment and Preliminary Remediation Goals for Hamilton Army Airfield, GSA Sale Area, "final report, Woodward-Clyde, March 1995
- e. Final Closure and Postclosure Maintenance Plan, Hamilton Army Airfield, Landfill 26 (IT 6/99)
- f. Tier 3 Risk-Based Corrective Action (RBCA) for Former UST Site 957/970 (USN - Battelle 7/13/99)
- g. Preliminary Assessment Report for the GSA Phase II Sale Area (IT/Woodward Clyde, 1996).
- h. Environmental Evaluation for the Property Transfer and Reuse, GSA Sale Property Phase II, WAF/South Reservoir Hill, Hamilton Army Airfield (IT 2/96)
- i. Asbestos survey, Sale Property, Hamilton Air Force Base (Woodward-Clyde 8/87)
- j. Record of communication between Army and Navy investigating contamination at USN dry cleaning site (11/96)
- k. Risk Assessment and Preliminary Remediation Goals for Hamilton Army Airfield, GSA Sale Area (Woodward Clyde, 5/23/95)
- l. Statement of Condition - WAF Hill/South Reservoir Hill Area and 800-A Parcel, Phase II GSA Sale Property, Hamilton Army Airfield (USACE, 3/12/97)
- m. Human Health & Ecological Risk Assessment, BRAC Property, Hamilton Army Airfield, Novato, CA (IT, scheduled for publication 11/99)
- n. Landfill 26 Summary Technical Report - 2 Volumes (Woodward-Clyde 2/97)
- o. Revised Draft Final Report, Remedial Investigation & Corrective Measures Study for UST Site at Building 827 (ASG Inc. 7/98)

## V. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

Notice of hazardous substances under Sections 120 (h)(1) and (3) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) is required because hazardous substances have been stored for one year or more on the Property, disposed of or released. Such notice of storage, release, or disposal will be set forth in the deed transferring the Ammo Hill and the 800-B parcels to the City of Novato. In absence of records identifying specific quantities, it is assumed that the quantities released exceeded reportable quantities listed in the CERCLA Hazardous Substances Table in 40 CFR Subsection 302.4. Based on visual inspection of the site during investigations undertaken, it is determined that all hazardous substances previously stored on the Property have been removed. The types and locations of releases of hazardous substances on the Property are discussed below and are also identified in the documents referenced above. All such releases have been assessed and appropriately remediated to levels, which do not pose a threat to human health and the environment.

Releases from off-site that have impacted the Property include a release of fuel products from a US Navy (USN) gasoline station to the south that has created a large plume of methyl tertiary butyl ether (MTBE) in the groundwater. The USN is responsible for documenting and assessing the impact to human health and the environment resulting from this plume and determining the scope and methods for any necessary

response action to characterize, contain and/or clean up the MTBE. The Army will monitor methane and other gaseous emissions around the perimeter of Landfill 26 during the fall of 1999 and on an annual basis thereafter, as part of the final closure and post-closure maintenance plan for the landfill. The report resulting from that activity will be used to determine if any remedial action is necessary to contain excessive levels of methane gas emissions. The boundary of Landfill 26 and its associated buffer zone is shown on Exhibit A.

Appropriate notice, covenants, and clauses required under CERCLA 120 (h)(3) will be included in the Property deed.

### 800-B PARCEL

The following is a listing of sites on the parcel where investigations for hazardous substances and petroleum hydrocarbons were conducted. Requirements for remediation actions were determined by analysis of concentrations of chemicals of concern (COC) found at the sites. Remediation actions (i.e., soil/sediment excavation and/or removal) were deemed accomplished if residual contaminants were below protective levels. This information is outlined in references b. and c.

800-B Parcel Summary Table

Location	Chemicals of Concern (See footnotes below)	Remediation Required and Accomplished
Storm drains & sanitary sewer lines throughout parcel	TPH-E, TPH-P, VOCs, PNAs, inorganics	Yes
Building 831 (former paint/carpentry shop)	TPH-E, PNA's, inorganics	Yes
Building 833 (former electrical maintenance shop)	TPH-P, TPH-E, SVOC's, pesticides, PCBs	Yes
Pacheco Creek sediments	Petroleum Hydrocarbons, PNAs, Inorganics, VOCs	Yes
Western edge of 800-B Parcel	TCE & degradation products in Groundwater	Monitoring required (ground & surface water)

## AMMO HILL PARCEL.

The following is a listing of sites on the parcel where investigations for hazardous substances and petroleum hydrocarbons were conducted. Requirements for remediation actions were determined by analysis of concentrations of chemicals of concern (COC) found at the sites. Except for a soil cover remedy for the Quartermaster's Salvage Yard, remediation actions (i.e., soil/sediment excavation and/or removal) were deemed accomplished if residual contaminants were below protective levels. This information is outlined in references b. and c.

Ammo Hill Parcel Summary Table

Location	Chemicals of Concern (See footnotes below)	Remediation Required and Accomplished
Suspected Landfill 23	TPH-E, VOCs, PNAs, pesticides, Inorganics	None Required
Suspected Landfill 24	TPH-E, VOCs, PNAs, pesticides, Inorganics	None Required
Suspected Landfill 25 - Storm Drain Lines A and B - Storm Drain Lines D and E	TPH-E, Zinc, Boron, PNAs TPH-E, Pesticides, inorganics	Yes Yes
Suspected Landfill 28	TPH-E, VOCs, PNAs, pesticides, inorganics	None Required
Suspected incinerator locations	Dioxins, Furans, inorganics	None required
Building 730 (former washrack)	TPH-E, PNAs, inorganics	Yes
Building 750 UST location	TPH-E, VOCs, inorganics	None required
Building 780 UST location	TPH-E, VOCs, inorganics	None required
Building 783 UST location	TPH-E, VOCs, inorganics	None required
Building 799 (former grounds maintenance facility) - Service Pit and Drain Line	TPH-E, TPH-P, VOCs, PNAs, inorganics	Yes
- Above ground storage tank	TPH-E, TPH-P, PNAs, pesticides, inorganics	Yes
- Groundwater	TCE & degradation products in groundwater	Monitoring required (ground & surface water)
Quartermaster's Salvage Yard	TPH-E, PNAs, PCBs, inorganics	Yes (by soil cover)
Suspected skeet range	Lead	Yes
Suspected drainage sediment location	TPH-E, PNAs, pesticides, inorganics	Yes

Footnotes for both 800-B and Ammo Hill Summary Tables above:

TPH-E = Total Petroleum Hydrocarbons, extractable

TPH-P = Total Petroleum Hydrocarbons, purgeable

VOC = Volatile Organic Compounds

PNA = Polynuclear Aromatic Hydrocarbons

Inorganics = antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, thallium, vanadium

SVOC = Semivolatile Organic Compounds

PCB = Polychlorinated Biphenyls

TCE = Trichloroethylene

The risk-based screening levels (RBSL) for the Property represent concentrations that are protective of human health and the environment for a residential exposure scenario. These levels were derived from the human health risk assessment conducted for the GSA Phase I Sale Area cleanup (Reference d.). Soils and sediments contaminated with hazardous substances above the RBSLs were excavated or cleaned out, loaded into storage bins and removed from the Property for proper disposal off-site. At some locations concentrations of nickel, chromium, and beryllium marginally above screening levels were present. These concentrations were assessed and determined to be within reasonable background levels for such metals in the area and no remediation was necessary.

#### OFF-SITE US NAVY PARCEL

The US Navy parcel is off-site and lies directly to the south of, and adjacent to, the Property. It is a source of groundwater contamination on the Property originating from a former USN service station and public works support area, which contained underground fuel storage tanks. The petroleum chemical of concern from the Army's perspective is Methyl-tertiary butyl ether (MTBE). MTBE in the groundwater has migrated onto the Ammo Hill and 800-B parcels and the "plume" is being monitored and assessed by the USN. The portion of the MTBE plume migrating onto the Property is approximately 700 feet wide east to west and 1400 feet extending north of the southern property boundary as shown in Exhibit B (Map of the MTBE Plume migrating onto the Property).

Since the USN is responsible for the source of the contamination, they are also responsible for any necessary investigative, monitoring, assessment and/or remediation action required to reduce the MTBE concentration levels and the spread of the plume. Impacts from this off-site release of petroleum on the Property are discussed in paragraph VII below.

## IMPACTS TO GROUNDWATER

Because of the limited nature and extent of hazardous substance releases onto the soil at the Property, impact to the groundwater and surface water was anticipated to be minimal. Nevertheless, a quarterly monitoring program has been initiated to:

- Monitor key wells to identify COC trends
- Define the extent of TCE and associated degradation products in the groundwater
- Verify whether pesticides (4,4'-DDT) have impacted groundwater downgradient of former building 833
- Verify whether groundwater has been impacted by petroleum hydrocarbons from historical activities at building 799
- Monitor key wells to supplement the US Navy MTBE plume monitoring/remediation (The monitoring wells used for this purpose and located on the Property are shown on Exhibit C)

In addition to implementation of the groundwater and surface water monitoring programs required by the RAP, a restrictive covenant prohibiting the use/recharge of groundwater and prohibiting the development of wells on the Property will be part of the deed and documented in a restrictive covenant. This is in compliance with the contingencies for acceptance of the RAP by the State (Reference a.)

## VI. RELEASE OF PETROLEUM SUBSTANCES

Petroleum and petroleum constituents were detected above soil screening levels at the Property as indicated in the tables in Section V. The primary sources for these releases are leaks and spills from underground and above ground storage tanks, vehicle maintenance activities and associated storm water and sanitary sewer piping. All tanks and associated piping have been removed from the Property and storm and sanitary sewer lines have been cleaned out. The Army has remediated all areas where petroleum releases have occurred to levels protective of human health and the environment. MTBE concentrations in the groundwater beneath the Property, which originate from the US Navy property lying offsite directly to the south are under the responsibility and control of the US Navy.

## VII. POTENTIAL IMPACTS FROM ADJACENT PROPERTIES

### LANDFILL 26

Landfill 26 (including the buffer zone) is located east of, and adjacent to the Ammo Hill parcel of the Property. It is located in a natural topographic low between Ammo Hill and Reservoir Hill, and was used as a landfill from the early 1940s until 1974. The refuse and soil at the landfill have been found to contain petroleum products and petroleum constituents, volatile organic compounds, pesticides, polychlorinated biphenyls, and heavy metals. Groundwater samples collected at the landfill have been found to contain petroleum products and petroleum constituents, volatile organic compounds, and heavy metals (Reference n.).

To minimize contaminant migration, an engineered cap has been constructed over Landfill 26 and a groundwater extraction/treatment system has been installed. The predominant direction of groundwater movement is to the north, away from the Property. Landfill 26 is also topographically downgradient of the Property. Therefore, neither soil or groundwater contamination from Landfill 26 is likely to migrate to the south onto the Property and does not pose a threat to future residential development there. It should be noted that the Army, in accordance with landfill closure requirements (Reference e.), will conduct periodic landfill groundwater monitoring.

Since the Army Corps of Engineers has determined that the extraction and treatment of landfill groundwater is not necessary because contaminants in the groundwater have been effectively contained within the landfill boundary, the Army does not plan to start up the operation of the treatment plant and associated extraction system. The Army is in the process of petitioning RWQCB to allow dismantling and storage of the components of the plant, its associated infrastructure and the extraction system onsite for reassembly and use on a contingency basis.

Landfill gases have also been detected at Landfill 26. Samples collected from within and along the perimeter of the northern end of the landfill have been found to contain benzene, vinyl chloride, methylene chloride, and methane (Reference e.). The detections have been sporadic and of low concentrations with the exception of methane from monitoring point GMP-5, along the northeastern perimeter of the landfill. Methane emissions from this monitoring point exceeded the 5-percent limit (Title 14, California Code of Regulations, Section 17783, Integrated Waste Management Board) for off-site migration during the last of a series of nine sampling events. Gas control measures will be implemented if the condition at GMP-5 persists. It should also be noted that the Army, in accordance with landfill closure requirements, (Reference e.) will continue to conduct periodic landfill gas monitoring. The next monitoring event is scheduled for September 1999, and thereafter on an annual basis.

## NAVY UNDERGROUND STORAGE TANK (UST) SITE 957/970

The US Navy UST Site 957/970 contains a source of MTBE contamination, which has migrated to the groundwater beneath the Property. The Risk-Based Screening Levels (RBSLs) for the portion of the MTBE plume detected under the Property are documented in Reference f. RBSLs were developed for several potential exposure scenarios for the Property, including adult and child residential use, and construction/excavation workers. Exposure routes for the residential receptors included inhalation of vapors in indoor/outdoor air, ingestion of homegrown fruit and vegetables and exposure to surface water during recreational activities.

The Navy assessment concluded that there might be a risk to construction workers from potential exposure to groundwater and to residents who ingest fruits and vegetables grown in areas overlying the MTBE plume. Because available soil vapor data shows little or no MTBE in the vapor phase at depths of less than 4 feet, the primary concern with respect to the ingestion of fruits and vegetables is the ingestion of fruit from fruit trees, and not ingestion of vegetables. If fruit trees are planted above certain areas overlying the MTBE Plume, their root systems might extend to depths where MTBE is present at significant concentrations in soil water or vapor. In this event, MTBE might be transferred to the fruit and could be ingested if the fruits are eaten. This exposure could pose some additional health risk, but scientific information on this issue is not available to conclusively determine whether additional risk, if any, would be significant. The U.S. Navy is continuing to study MTBE, and will continue soil vapor and groundwater monitoring to confirm the available results regarding levels of MTBE in shallow soils. If necessary, the Navy will take corrective action.

The DTSC will issue a restrictive land use covenant addressing the issues of the restrictions placed on the Property resulting from the review and approval of reference f. Concentrations of MTBE on the Property in the future are not likely to exceed the applicable residential RBSLs even if further plume migration from the former UST Site 957/970 occurs, because maximum concentrations on UST Site 957/970 itself are generally below residential RBSLs. The US Navy has an ongoing program for site remediation at locations around the former underground fuel tanks and has removed 20,000 pounds of hydrocarbons from the groundwater and soil since June 1998 through the use of air sparging and soil vapor extraction methods. The Navy's long-term strategy is to further assess the MTBE levels on the Property through a groundwater-monitoring program and explore various options for remedial action if required. Ultimately, the US Navy has the control and responsibility for any remediation necessary to bring MTBE levels in the groundwater on the Property to acceptable levels since the source has been identified as the former service station and public works support area located on US Navy property.

Provisions in the deed for the Property must allow for responsible agencies to have access to US Navy monitoring wells located on the Property (Exhibit C) for the purpose of monitoring groundwater for MTBE levels, and for allowing the US Navy to conduct additional investigations if necessary, and to install/maintain any extraction and treatment systems necessary to control the MTBE plume. As noted above, specific restrictions will be placed on the Property addressing the issues of groundwater use and the possibilities of exposure pathways associated with the MTBE plume. The restrictive covenant for the Property contains the following prohibitions on property development:

- Construction of any well that could extract, utilize or consume any water in the underlying aquifer within the boundary of the Property
- Construction or creation of any groundwater recharge area, surface impoundments or disposal trenches.
- Any activity that could interfere with or adversely affect the groundwater monitoring and/or treatment system
- Construction activities which will disturb soil at or below four feet below existing grade (e.g. excavation, grading, removal, trenching, etc.) within the boundary limits set forth by Exhibit C (500 ppb MTBE concentration with 400 foot buffer zone). An owner wishing to undertake such activity shall provide written notice to the Water Board (or local agency) at least 14 days (unless otherwise specified) prior to building, filling, or grading on the Property, and shall ensure that workers follow appropriate health and safety procedures outlined in a risk management plan approved by the Water Board.

## **POL AREA**

The POL Area is located east of the Ammo Hill portion of the Property. Petroleum hydrocarbon contamination has been found in both the soil and groundwater. The predominant direction of groundwater movement ranges from northwest to northeast, away from the Property. Groundwater monitoring conducted from 1993 to 1995 indicates that fuel was released but that the plume is stable and confined to the immediate area. Requirements for soil remediation and groundwater monitoring will be stipulated in the forthcoming Record of Decision for the Army's airfield (i.e., the BRAC Property - Reference m.).

## **GSA PHASE I SALE AREA**

The GSA Phase I Sale Area is located to the southeast of the Ammo Hill parcel. Investigation and remediation of this area was completed by the Army in 1995. Both hazardous substances and petroleum hydrocarbons were remediated to levels that do not represent a threat to future residents of the GSA Phase I or II Sales Areas (ref I.).



## **WAF HILL PARCEL**

The WAF Hill parcel is currently under development as a residential site. There is no known potential for environmental contamination from this site (ref 1.).

## **NORTHWESTERN PACIFIC RAILROAD RIGHT-OF-WAY**

The Northwestern Pacific Railroad right-of-way is located along the northeast boundary of the 800-A Parcel and along the southwest boundary of WAF Hill. The Northwestern Pacific Railroad is unaware of any potential contamination along the rail line and has not conducted environmental investigations in this area (ref 1.).

## **800A PARCEL**

The 800A parcel is currently under development as a commercial site. There is no known potential for environmental contamination from this site (ref 1.).

## **NAVY DRY CLEANING FACILITY**

The former Navy dry cleaning facility (Building 827) is located to the south of the 800B Parcel. Hazardous substances and petroleum hydrocarbons have been released to both soil and groundwater at the former Navy dry cleaning facility. Communication with the Navy indicates that the contaminants include total petroleum hydrocarbons quantified as gasoline and diesel (TPH-g, TPH-d), perchloroethylene (PCE), trichloroethylene (TCE), cis-1,2-dichloroethylene (cis-1,2-DCE), 1,2-dichloroethane (1,2-DCA) and vinyl chloride. Underground storage tank investigations conducted by the Navy show that the groundwater contamination is migrating generally in a northeast direction, and a gradient has been determined from a quarterly well monitoring program (Reference o.). A 1996 investigation conducted by the New Hamilton Partners (NHP) along the east property line the 800A Parcel indicates that low concentrations of petroleum hydrocarbons, presumably originating from the former Navy dry cleaning facility, were present, but had not significantly impacted the Property. No hazardous substances were detected during the NHP investigation. The Navy has not detected significant concentrations of the chemicals used in their dry cleaning facility in their downstream wells indicating contamination from the Navy dry cleaning facility poses no threat to future residents of the Property.

### **III. DISCLOSURE OF OTHER POTENTIAL CHEMICAL HAZARDS WHICH POSE CONSTRAINTS**

The Deed will include disclosure statements and warning notices pertaining to the condition of the Property as discussed below.

#### **ASBESTOS**

A comprehensive asbestos survey for a representative sample of structures on the GSA Sale Property was conducted in 1987. The survey and the date of construction of the buildings indicate that asbestos-containing material have been used in the construction of many of the buildings within the Property. The presence of asbestos in the remaining buildings (e.g. ammo bunkers) should be considered for all future building demolition, renovation, or occupation (ref i.).

#### **LEAD-BASED PAINT**

Based on the date of construction of the buildings, the presence of lead is probable in all painted construction surfaces. The potential for lead to be present in the painted surfaces of the remaining buildings should be considered for all future building demolition, renovation, or occupation. No comprehensive lead-based paint soil survey has been conducted for the Property. However, in September 1996 the Department of Toxic Substances Control collected five soil samples from the WAF Hill area. The planned use of these locations where the samples were taken is residential development. The sampling results are presented in the Reference g. No remediation was required in the WAF Hill area given the documented levels of lead concentration, and it is assumed that similar conditions exist for structures on the Property (i.e., constructed in the same era, similar style and method of construction, etc). However, DTSC recommended that upon completion of demolition of any buildings and structures on the Property, sampling should be conducted to confirm that any residual lead in soils do not pose a threat to human health or the environment.

#### **RADON**

No comprehensive radon gas survey has been performed for the Property. However, radon testing performed in the adjacent Department of Defense Housing Facility (Navy property) did not detect radon above 4 picocuries per liter (pci/L), which is the recommended level for remedial action according to EPA guidance.

## PCBs

As discussed in Section V, the presence of PCB was detected at the Building 833 and Quartermaster's Salvage Yard areas. The sites have been successfully remediated (Reference c.). As part of a base-wide PCB transformer assessment and removal effort by the Army in 1994, transformers containing 50 ppm or greater PCBs were removed and none currently remain on the Property. Transformers containing PCBs 50 ppm or greater are regulated under the Toxic Substances Control Act, 40 CFR Part 761.

## PESTICIDES

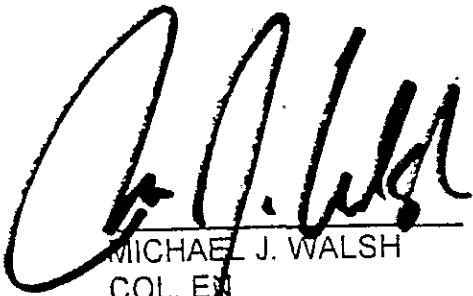
No comprehensive pesticide survey has been performed for the Property, but pesticides were probably applied during normal grounds keeping activities. However, no indication of activities involving heavy pesticide application was discovered during the record review performed for preparation of Reference g. In addition, no pesticides were detected in surface water samples collected from Pacheco Creek and the drainage ditches around Landfill 26 in 1987 and 1990 (downgradient from the Property), (Reference c).

## IX. CONCLUSION

Based on the information and documents referenced above, the Army concludes that the Property complies with the required covenant that all remedial action necessary to protect human health and the environment with respect to hazardous substances on the Property have been taken per CERCLA 120(h)(3)(A)(ii)(1). Based on the above information, it is also concluded that petroleum products have been released on the Property. All remedial actions required by the State environmental agencies to protect human health and the environment with respect to petroleum have been taken, with the exception of any cleanup required in the area of the MTBE plume, which is the responsibility of the US Navy. This SOC certifies that all available referenced materials, State requirements and the provisions of CERCLA 120(h)(3) have been reviewed, appropriate notices and restrictions on development of the Property have been issued, and that the Property fully complies with all applicable laws and policies.

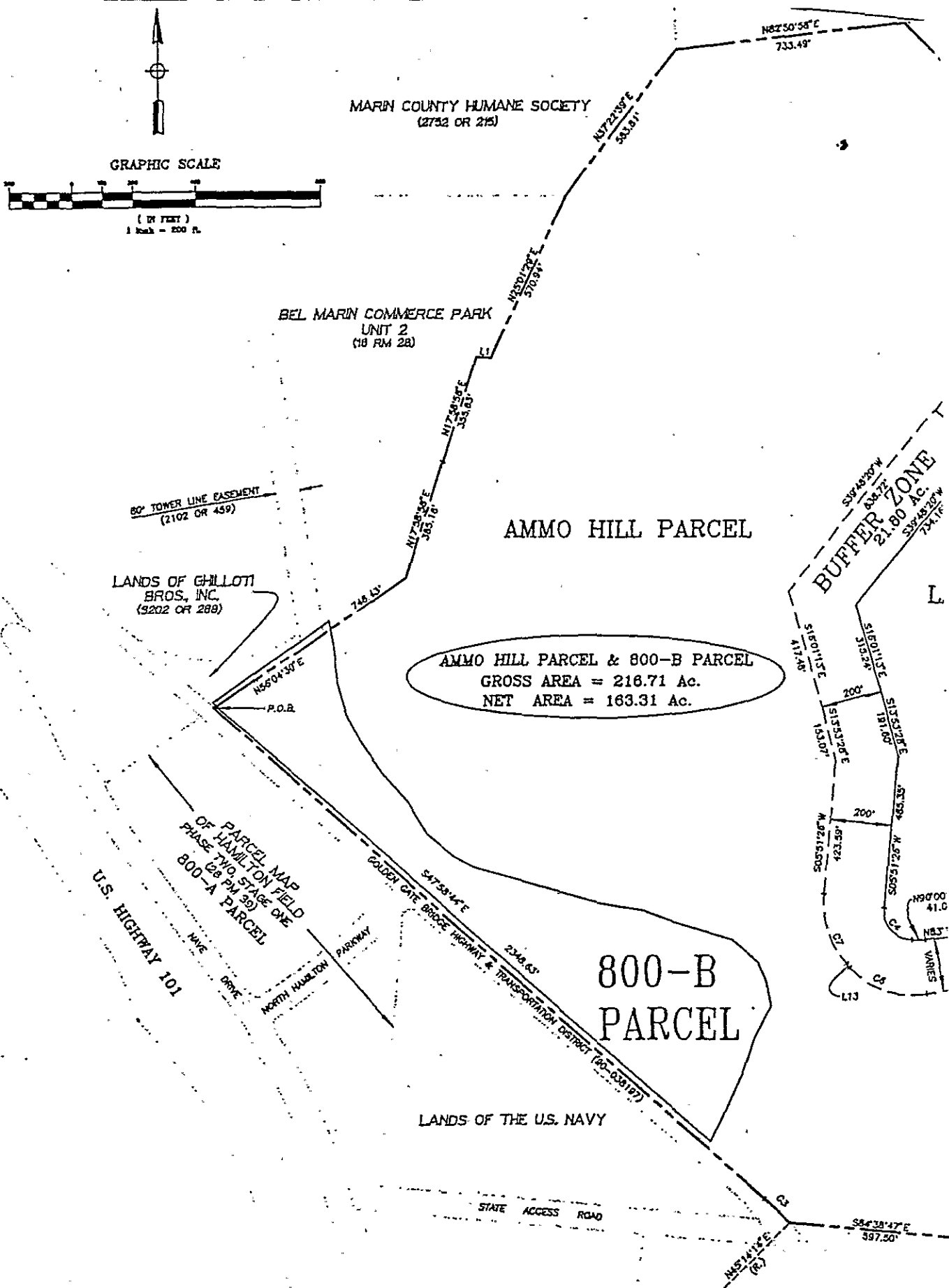
## X. POST-TRANSFER RESPONSIBILITIES

The Army's responsibilities regarding the presence of hazardous substances after the transfer of the Property is enumerated by statute and regulation. CERCLA 120 (h)(3) {42 U.S.C. 9620 (h)(3)} requires the subject property transfer deed to: (A) contain a covenant warranting that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States, and (B) contain a clause granting the United States access to the Property in case remedial action or corrective action is found to be necessary after the date of such transfer. In addition, the Defense Environmental Restoration Program (DERP) {10 U.S.C. 2701 et. seq.} states that the Department of Defense shall carry out a program of environmental restoration for the cleanup of contamination from hazardous substances, pollutants, and contaminants. DERP specifically applies to facilities or sites which were once owned by the United States at the time of actions leading to contamination of the Property.



MICHAEL J. WALSH  
COL, EN  
Commanding  
U.S. Army Corps of Engineers  
Sacramento District

17 Spss  
Date



8					DRAWN BY: MRS/KSE	<b>CSW</b> <b>[St]</b> 790 DeLong (415) 892-471
7					DESIGNED BY: JGS	
6					CHECKED BY: JGS	
5					SCALE: 1"=200'	
4					DATE: JUNE 1, 1999	
3						
2						
1	9-21-99	REVISED AMMO HILL PARCEL BOUNDARY BASED ON FIELD SURVEY	JGS			
	DATE	DESCRIPTION	BY			

EXHIBIT A  
1 of 2

MARIN COUNTY FLOOD CONTROL  
& WATER CONSERVATION DISTRICT  
(3015 OR 454)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S86°02'03"E	44.72
L2	N13°18'57"W	23.24
L3	S47°04'15"E	101.54
L4	S7°36'03"E	17.43
L5	N21°57'09"E	18.89
L6	N82°34'55"E	50.04
L7	S30°41'17"W	35.01
L8	N87°33'02"W	54.57
L9	N51°11'49"W	47.97
L10	S82°41'09"W	116.77
L11	S72°10'33"E	47.54
L12	S17°49'07"W	177.03
L13	N42°04'17"W	18.05

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	500.00	$\Delta = 16^{\circ}46'47''$	148.43
C2	303.00	$\Delta = 44^{\circ}03'12''$	234.51
C3	1934.91	$\Delta = 03^{\circ}12'59''$	108.51
C4	90.00	$\Delta = 95^{\circ}31'26''$	150.57
C5	300.00	$\Delta = 31^{\circ}20'30''$	164.11
C8	270.00	$\Delta = 57^{\circ}51'06''$	272.82
C7	280.00	$\Delta = 47^{\circ}55'43''$	242.59

LANDS OF THE U.S. ARMY

FILL 26  
82 Ac.

P.O.B. P.O.L.  
TANK FARM  
PARCEL  
7.56 Ac.

MAP OF HAMILTON FIELD  
(2) MAPS 42)

LANDS OF THE CITY OF NOVATO  
(Doc. # 97-057578)  
WAF HILL/ SOUTH RESERVOIR HILL PARCEL

Exhibit A  
20F2

**W/STUBER-STROEH  
ENGINEERING GROUP, INC.  
INSULTING ENGINEERS  
ovato, CA. 94945-3248  
FAX (415) 892-4502**

PREPARED UNDER THE DIRECTION OF:

**- HAMILTON FIELD**

## AMMO HILL PARCEL & 800-B PARCEL

SHEET

C1

CITY OF HO/ATO

**MARTIN COUNTY**

CALIFORNIA FILE NO.  
508 48.4100.38  
410038 NORTH  
B 3754

The Original of this Exhibit B was not recordable. The Exhibit may be viewed at:

US Army Corps of Engineers  
Sacramento District  
1325 J Street  
Sacramento, CA 95814-2922

or,

Dept. of Toxic Substances Control  
Northern California Region  
10151 Croydon Way, Suite 3  
Sacramento, Ca 95827

MTBE Plume at Former UST 957/970 Site and HAAF  
(concentration in ug/L) Based on Data Collected in May 1999

**EXHIBIT B**





LEGEND



TYPICAL WELLS REQUIRED TO  
MONITOR MTBE PLUME BY  
US NAVY

LANDS OF THE U.S. ARMY

26

P.O.L.  
TANK FARM  
PARCEL

MAP OF HAMILTON FIELD  
(21 MAPS 49)

LOT 1

LOT 2

DOWS

LANDS OF THE CITY OF NOVATO  
(Doc. # 97-057578)

WAF HILL/ SOUTH RESERVOIR HILL PARCEL

DRIVE

BRICKER AVENUE

REDUCED SCALE

Exhibit C  
(2 of 2)

## NOTICE OF HAZARDOUS SUBSTANCES RELEASE

Notice is hereby given that the tables and information set out below from the *Statement of Condition, Ammo Hill and 800-B Parcels, Phase II GSA Sale Property, Hamilton Army Airfield, Novato, California* dated 15 September, 1999 and is made a part of this instrument contain a notice of hazardous substances that are known to have been stored, released, or disposed on certain portions of Parcels Ammo Hill and 800-B, Hamilton Army Airfield, and the dates that such storage, release or disposal took place.

### 800-B Parcel Summary Table

Location	Chemicals of Concern (See footnotes below)	Remediation Required and Accomplished
Storm drains & sanitary sewer lines throughout parcel	TPH-E, TPH-P, VOCs, PNAs, inorganics	Yes
Building 831 (former paint/carpentry shop)	TPH-E, PNA's, inorganics	Yes
Building 833 (former electrical maintenance shop)	TPH-P, TPH-E, SVOC's, pesticides, PCBs	Yes
Pacheco Creek sediments	Petroleum Hydrocarbons, PNAs, Inorganics, VOCs	Yes

### Ammo Hill Parcel Summary Table

Location	Chemicals of Concern (See footnotes below)	Remediation required and Accomplished
Suspected Landfill 23	TPH-E, VOCs, PNAs, pesticides, inorganics	None required
Suspected Landfill 24	TPH-E, VOCs, PNAs, pesticides, inorganics	None required
Suspected Landfill 25		
- Storm Drain Lines A and B	TPH-E, Zinc, Boron, PNAs	Yes
- Storm Drain Lines D and E	TPH-E, Pesticides, inorganics	Yes

# Ammo Hill Parcel Summary Table (continued)

Location	Chemicals of Concern (See footnotes below)	Remediation Required and Accomplished
Suspected Landfill 28	TPH-E, VOCs, PNAs, pesticides, inorganics	None required
Suspected incinerator locations	Dioxins, Furans, inorganics	None required
Building 730 (former washrack)	TPH-E, PNAs, inorganics	Yes
Building 750 UST location	TPH-E, VOCs, inorganics	None required
Building 780 UST location	TPH-E, VOCs, inorganics	None required
Building 783 UST location	TPH-E, VOCs, inorganics	None required
Building 799 (former grounds maintenance facility)		
- Service Pit and Drain Line	TPH-E, TPH-P, VOCs, PNAs, inorganics	Yes
- Above ground storage tank	TPH-E, TPH-P, PNAs, pesticides, inorganics	Yes
Quartermaster's salvage yard	TPH-E, PNAs, PCBs, inorganics	Yes (by soil cover)
Suspected skeet range	Lead	Yes
Suspected drainage sediment location	TPH-E, PNAs, pesticides, PCBs, inorganics	Yes

## **Footnotes:**

TPH-E = Total Petroleum Hydrocarbons, extractable

TPH-P = Total Petroleum Hydrocarbons, purgeable

VOC = Volatile Organic Compounds

PNA = Polynuclear Aromatic Hydrocarbons

Inorganics = antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper,  
lead, mercury, molybdenum, nickel, thallium, vanadium

SOC = Semivolatile Organic Compounds

PCB = Polychlorinated Biphenyls

**LAND USE COVENANT****RECORDING REQUESTED BY:**

US Army Corps of Engineers  
 Sacramento District  
 1325 J Street  
 Sacramento, California 95814-2922

**WHEN RECORDED, MAIL TO:**

Department of Toxic Substances Control  
 Northern California Region  
 10151 Croydon Way, Suite #3  
 Sacramento, California 95827  
 Attention: Anthony J. Landis, P.E., Chief  
 Office of Military Facilities

CALIFORNIA REGIONAL WATER

SEP 20 1999

QUALITY CONTROL BOARD

(Space Above This Line For Recorder's Use Only)

**COVENANT TO RESTRICT USE OF PROPERTY  
 ENVIRONMENTAL RESTRICTION**

Re: 800B and Ammo Hill Parcels (aka General Services Administration Phase 2 Parcels),  
 Hamilton Army Airfield, County of Marin

This Covenant and Agreement ("Covenant") is made by and among the Secretary of the Army, acting by and through the US Army Corps of Engineers (the "Covenantor"), the current owner of property in the County of Marin, State of California, shown and described in Exhibits A, B and C ("Property"), all of which are attached hereto and incorporated herein by this reference, the California Department of Toxic Substances Control (Department), and the San Francisco Bay Regional Water Quality Control Board (Water Board). Pursuant to California Civil Code section 1471(c), the Department and the Water Board have determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials, as defined in the California Health and Safety Code ("H&SC") section 25260(d), in the groundwater and the soil, and to protect waters of the state in accordance with California Water Code Division 7. The Covenantor, the Department and the Water Board, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

**ARTICLE I**  
**STATEMENT OF FACTS**

1.01. The Property, comprises approximately 163.25 acres and is a part of the former Hamilton Army Airfield (HAAF). It is depicted in **Exhibit A**, which is attached to this Covenant and are incorporated by reference. The Property is located in the northeastern most corner of the former HAAF.

1.02. The United States Army Corps of Engineers (USACE) has conducted a remedial action to remove contaminated soil and substances at the Property under the supervision and authority of the Department, the Water Board and the United States Environmental Protection Agency (US EPA). The remaining contamination at the Property is in groundwater underlying the Property. Methyl-tertiary butyl ether (MTBE), Trichloroethylene (TCE) and its degradation products, and diesel-range petroleum hydrocarbons have been detected in groundwater. The Parties believe that the MTBE-contaminated groundwater migrated to the Property from adjacent property owned by the U.S. Navy (Navy) as depicted in **Exhibit B**. The groundwater is contaminated with methyl-tertiary butyl ether (MTBE), and the Navy believes the contamination originated from underground fuel storage tanks at a former gasoline station site and a public works support area on Navy property. The Navy's property is south of the Property. The Navy is investigating this contamination and is responsible for cleanup of the contaminated groundwater, including the MTBE portion of the groundwater contamination underlying the Property. Low levels (below State protective cleanup standards) of TCE and petroleum hydrocarbons are believed to have originated from historical Army activities and are being monitored and evaluated by the USACE.

1.03. The Navy evaluated the human health impacts of this groundwater contamination in a "Tier 3 Risk-Based Corrective Action (RBCA) Assessment for Former Underground Storage Tank Site 957/970", dated July 13, 1999". The Navy's assessment concluded that there may be a risk to construction workers from potential exposure to groundwater and to residents who ingest fruits and vegetables grown in areas underlain by the MTBE plume. Because available soil vapor data show little or no MTBE in the vapor phase at depths of less than 4 feet, the primary concern with respect to the ingestion of fruits and vegetables is the ingestion of fruit from fruit trees. If fruit trees are planted above certain areas overlying the MTBE groundwater plume, their roots systems might extend to depths where MTBE is present at significant concentrations in soil, water or vapor. In this event, MTBE might be translocated to the fruit and could be ingested if fruits are eaten. This exposure could pose some additional health risk, but scientific information on this issue is not available to conclusively determine whether additional risk, if any, would be significant. The Navy is continuing to study this problem, and will continue soil vapor and groundwater monitoring to confirm the available results regarding levels of MTBE in shallow soils. If necessary, the Navy will take action to correct the problem. The risk to construction workers is mitigatable with implementation of a health and safety plan during

construction.

1.04. The USACE developed a Remedial Action Plan (RAP) for "General Services Administration Phase II, 800B and Ammo Hill Parcels," which identified the contaminated groundwater under the Property and provided that the USACE would enter into a covenant with the Department and the Water Board to restrict the use of groundwater at the Property. In addition, the Navy has continued to evaluate the impacts of the MTBE plume that has migrated onto the Property. The Department approved the RAP on December 30, 1998. A list of the critical technical documents affecting the investigation and remediation of contamination on the Property is attached as **Exhibit D**. Additional technical documents that become available after the effective date of this covenant will be added to the information repositories and agency files listed in **Exhibit D**.

## **ARTICLE II** **DEFINITIONS**

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04. Water Board. "Water Board" means the Regional Water Quality control Board, San Francisco Bay Region, and includes its successor agencies, if any.

## **ARTICLE III** **GENERAL PROVISIONS**

3.01. Restrictions to Run with The Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and relevant portions shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every restriction: (a) runs with the land pursuant to Civil Code section 1471; (b) inures to the benefit of and passes with each and every relevant portion of the Property, c) is for the benefit of, and is enforceable by, the Department and the Water Board, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion

thereof.

3.02. Binding upon Owners/Occupants. Pursuant to Civil Code Section 1471, this Covenant binds all Owners and Occupants of the Property, and their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors and assignees. Pursuant to Civil Code section 1471(b), all successive owners and occupants of the Property are expressly bound hereby for the benefit of the Department and the Water Board.

3.03. Written Notice of Release of Hazardous Materials. Prior to the sale, lease or sublease of the Property, or any portion thereof, or the execution of a license or easement on the Property, the owner, lessor, or sublessor shall give the buyer, lessee, sublessee, licensee or easement holder notice that hazardous materials are located on or beneath the Property.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, subleases, licenses or easements for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department and the Water Board at least thirty (30) days before executing any document conveying any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and the Water Board shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

#### **ARTICLE IV** **RESTRICTIONS**

4.01. Applicability. The provisions of this article shall apply to the Property as specified in the exhibits.

4.02. Prohibited Activities:

4.02.1 The following activities are prohibited on the Property shown in **Exhibit A** without the prior review and written approval of the Department, the Water Board, the United States Environmental Protection Agency (US EPA), USACE, and the Navy unless otherwise stated below:

- a) Construction of any well that could extract, utilize or consume any water in the aquifer below the boundary of the Property,

- b) Construction or creation of any groundwater recharge area, surface impoundments or disposal trenches,
- c) Any activity that could interfere with or adversely affect groundwater or soil vapor extraction, treatment, or monitoring installations.

4.02.2 The following activity is prohibited on a portion of the Property as shown in **Exhibit C** without the prior review and written approval of the Department, the Water Board, the United States Environmental Protection Agency (US EPA), USACE, and the Navy unless otherwise stated below:

- a) Any activities that will disturb the soil at or below four (4) feet below grade (e.g. excavation, grading, removal, trenching, filling, earth movement or mining). Normal landscaping and irrigation activities in the soil less than four (4) feet below grade are not prohibited activities.

4.03. Approval Procedure. Any owner that desires to engage in an activity described in section 4.02 above shall give written notice and request for approval of the proposed activity to all entities designated in section 4.02 at least thirty (30) days prior to the date on which the Owner desires to commence the proposed activity. The Owner shall not proceed with the activity before receiving such approvals. If approval is given to the owner to engage in the proposed activity, the owner shall test any subsurface water collected, pumped, extracted or otherwise obtained during the activity for MTBE, TCE and diesel, and manage all subsurface waters in accordance with applicable federal and state laws. All such activities shall comply with applicable health and safety requirements and with the Risk Management Plan for the property.

4.04. Notification of Discovery of Activities Affecting Groundwater Systems: The Owner or Occupant shall notify the Department, the Water Board, US EPA, USACE and Navy of the discovery of any activities conducted by the Owner or Occupant interfering with or adversely affecting any groundwater or soil vapor extraction, treatment, or monitoring installation for the Property. The Owner or Occupant shall provide the notification in accordance with Section 7.04. within ten (10) working days after the discovery of the activity and shall include information regarding the type of activity, date of the activity and location of the activity on the Property.

4.05. Access. The Department, the Water Board, US EPA, USACE and the Navy, its contractors and agents shall have reasonable right of entry and access to the Property for inspection, monitoring, testing, sampling, installation and monitoring of remedial systems and all other activities consistent with the purposes of this Covenant as deemed necessary by the Department, the Water Board, and U.S. EPA in order to protect the public health and safety, or the environment. The Navy shall use its best efforts to locate remedial systems on, under, or near roadways, rights of way or other common usage



areas rather than on privately held residential lots.

## ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with the terms of this Covenant shall be grounds for the Department and/or the Water Board to exercise any or all of their rights to require that the Covenantor, Owner or Occupant modify or remove any improvements ("improvements" includes but is not limited to all buildings, roads, driveways, paved parking areas, water wells, and surface impoundments) constructed or placed upon any portion of the Property in violation of the terms of this Covenant. Violation of any provision of this Covenant shall be grounds for the Department and/or the Water Board to file administrative and/or judicial civil or criminal actions as provided by law. This Covenant shall be enforceable by the Department pursuant to Health and Safety Code (H&SC), Division 20, Chapter 6.5, Article 8 (commencing with section 25180) and Chapter 6.8.

## ARTICLE VI TERMINATION

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department and the Water Board for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02 Termination of Covenant. This Covenant and all of the restrictions provided herein shall terminate with respect to the Property or any portion thereof referred to herein upon the written determination by the Department and the Water Board that the groundwater in regard to the Property, or portions thereof, has attained protective cleanup levels as determined by the State of California. The Department and the Water Board may make such a determination pursuant to a written request thereof by the Owner, or independently without such a request. The Department and the Water Board shall make the written determination as promptly as possible following a written request by the Owner. The Department and the Water Board agree to sign a document terminating the covenant as to the Property or a portion of the Property in a form which may be recorded in the Office of the County Recorder of Marin County after determining that the covenant should be terminated.

6.03. Term. Unless ended in accordance with the termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.02. State of California References. All references to the State of California, the Department, and the Water Board include successor agencies/departments or other successor entity(ies) and delegated agencies.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Marin within ten (10) days of the Covenantor's receipt of a fully executed original and prior to transfer of the Property from the United States Army to another owner.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:     District Engineer  
                              US Army Corps of Engineers  
                              Sacramento District  
                              1325 J Street  
                              Sacramento, California 95814

To Department:     Anthony J. Landis, P.E.  
                              Chief, Northern California Operation  
                              Office of Military Facilities  
                              Department of Toxic Substances Control  
                              10151 Croydon Way, Suite #3  
                              Sacramento, California 95827

To Water Board:     Loretta K. Barsamian  
                              Executive Officer  
                              San Francisco Bay Regional Water Quality Control Board  
                              1515 Clay Street, Suite 1400  
                              Oakland, California 94612

To US EPA: Chief, Federal Facilities Cleanup Branch (SFD-8)  
Superfund Division  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street  
San Francisco, California 94105-3901

To Navy: Commanding Officer  
Engineering Field Activity West  
900 Commodore Drive  
San Bruno, California 94066

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any provision of this Covenant is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Attachments. All attachments referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.07. Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08. Statutory References. All statutory references include successor provisions.

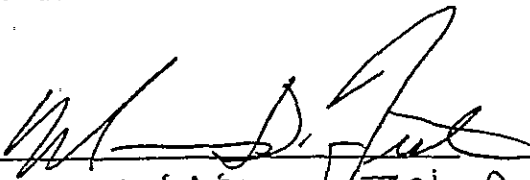
7.09. Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

Date: 14 September 1999

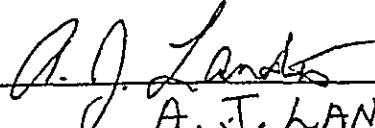
By:

  
MARVIN D. FISHER

Department

Date: 9-19-99

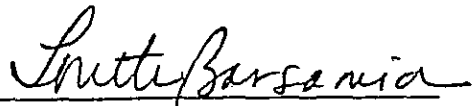
By:

  
A. J. LANDIS

Water Board

Date: 9.20.99

By:

  
LORETTA BARSAMIAN

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
 County of Sacramento  
 On 17 September 1999 before me, Linda Ann Kenney  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared A.J. Lander  
Name(s) of Signer(s)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda Ann Kenney  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

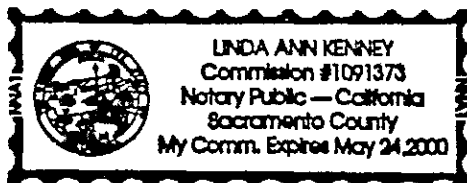
Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
 County of Sacramento  
 On 14 September 1999 before me, Linda Ann Kenney  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Marvin D. Fisher  
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda Ann Kenney  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer  
Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer  
Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Alameda

SS.

On 9-20-99

Date

, before me, Dierdre R. Chin, Notary Public

Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared

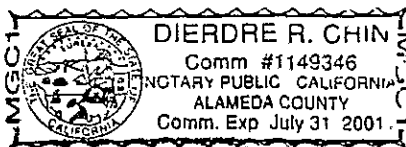
Loretta Barsamian

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Dierdre R. Chin

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Revised: September 21, 1999  
Date: September 9, 1999  
File: 8-410-038-E

**DESCRIPTION  
NORTH HAMILTON PARCEL**

A parcel of land lying within the boundaries of Hamilton Air Force Base, County of Marin, State of California, described as follows:

Parcel 1

Beginning at a point on the northwesterly line of Tract No. 1, as described in the judgement, recorded December 28, 1944 in Book 478 of Official records, at Page 209, Marin County Records, said point being the intersection of said northwesterly line with the northeasterly line of the parcel granted to the Golden Gate Bridge Highway & Transportation District by deed recorded June 29, 1990, in Document No. 90-38197, Marin County Records;

1. thence along said line of Tract No. 1 North 56°04'30" East (North 54°39'46" East judgement) 746.43 feet;
2. thence North 17°58'58" East (North 16°34'14" East judgement) 385.18 feet to a point called "SJ 33" in said judgement, and in the quitclaim deed from the State of California to the United States of America, recorded January 17, 1985, in Document Number 85-002142, Marin County Records Office;
3. thence leaving said judgement line, and along the line of said quitclaim deed North 17°58'58" East (North 16°41' East Deed) 355.63 feet;
4. thence South 86°02'02" East (South 87°20' East deed) 46.72 feet;
5. thence North 25°01'29" East ( North 23°43'31" East deed) 570.94 feet;
6. thence North 37°22'39" East (North 36°04'41" East deed) 583.81 feet;
7. thence North 82°50'58" East (North 81°33' East deed) 733.49 feet to an intersection with a northwesterly extension of the northeasterly line of Lot 1, shown as bearing "South 43°38'33" East 974.80" on the map of Hamilton Field, filed December 13, 1995, in Book 21 of Maps, Page 45, Marin County Records;
8. thence leaving the line of said quitclaim deed (Document No. 85-002142), South 43°38'33" East 2,642.28 feet to the most northerly corner of said Lot 1.
9. thence along the line of said Lot 1, South 46°21'27" West 200.81 feet;



10. thence South  $07^{\circ}53'05''$  West 213.30 feet;
11. thence South  $13^{\circ}18'52''$  East 23.24 feet;
12. thence South  $43^{\circ}38'33''$  East 631.79 feet;
13. thence South  $21^{\circ}24'08''$  West 681.03 feet to the northeasterly line of the parcel granted to the City of Novato by quitclaim deed recorded October 10, 1997, in Document #97-057878 Marin County Records;
14. thence leaving the line of said Lot 1, and along the line of said City of Novato parcel North  $74^{\circ}25'30''$  West 770.46 feet;
15. thence North  $18^{\circ}11'51''$  West 250.22 feet;
16. thence along a curve to the right, tangent to the preceding course, having a radius of 500.00 feet, through a central angle of  $16^{\circ}46'47''$ , an arc length of 146.43 feet;
17. thence North  $01^{\circ}25'04''$  West 282.03 feet;
18. thence South  $89^{\circ}12'11''$  West 146.98 feet;
19. thence South  $28^{\circ}22'37''$  West 192.83 feet;
20. thence South  $05^{\circ}46'38''$  East 354.80 feet;
21. thence along a curve to the right, tangent to the preceding course, having a radius of 305.00 feet, through a central angle of  $44^{\circ}03'12''$ , an arc length of 234.51 feet;
22. thence South  $38^{\circ}16'34''$  West 343.69 feet;
23. thence South  $39^{\circ}40'50''$  West 485.55 feet;
24. thence North  $84^{\circ}38'47''$  West 597.50 feet to the northeasterly line of the parcel conveyed to the Golden Gate Bridge, Highway & Transportation District, by deed, recorded in Document No. 90-038197, Marin County Records;
25. thence leaving the line of said City Parcel (97-057878), and along said line of the Golden Gate Bridge, Highway & Transportation District, along a non tangent curve to the left, whose radius point bears South  $45^{\circ}14'14''$  West 1,934.91 feet, through a central angle of  $03^{\circ}12'58''$ , an arc length of 108.61 feet;
26. thence continuing along said line of the Golden Gate Bridge, Highway & Transportation District North  $47^{\circ}58'44''$  West 2,348.63 feet to the Point of Beginning.

Containing 216.71 acres more or less.

Excepting therefrom the following described parcels:

Parcel Two (Tank Farm)

Beginning at an angle point on the northwesterly line of Lot 1 as shown on the Map of Hamilton Field recorded December 18, 1995, in book 21 of Maps at Page 45, Marin County Records, said point being South 46°21'27" West 200.81 feet from the most northerly corner of said Lot 1;

1. thence along the northerly line of said Lot 1 South 07°53'05" West 213.30 feet;
2. thence South 13°18'52" East 23.24 feet;
3. thence leaving said northerly line South 82°41'09" West 116.77 feet;
4. thence North 72°08'28" West 163.95 feet;
5. thence North 51°11'49" West 47.97 feet;
6. thence South 43°50'37" West 193.27 feet;
7. thence North 87°53'02" West 54.57 feet
8. thence North 63°27'55" West 193.55 feet;
9. thence North 56°26'45" West 120.59 feet;
10. thence South 30°41'12" West 95.01 feet;
11. thence North 56°58'19" West 145.93 feet;
12. thence in a northerly direction on a non-tangent curve to the right, whose radius point bears North 87°04'36" East, a distance of 300.00 feet, through a central angle of 31°20'30", an arc length of 164.10 feet;
13. thence North 45°01'37" East 315.84 feet;
14. thence North 80°54'55" East 50.04 feet;
15. thence South 73°10'17" East 590.36 feet;
16. thence North 21°57'09" East 16.89 feet;
17. thence South 73°36'03" East 17.43 feet;
18. thence South 43°04'15" East 101.54 feet to the Point of Beginning.

Parcel 3 (Landfill 26 and Buffer Zone)

Beginning at a point which bears South  $87^{\circ}24'36''$  West 710.96 feet from the most northerly corner of Lot 1 as shown on the map of Hamilton Field, recorded December 18, 1995, in Book 21 of Maps, at Page 45, Marin County Records;

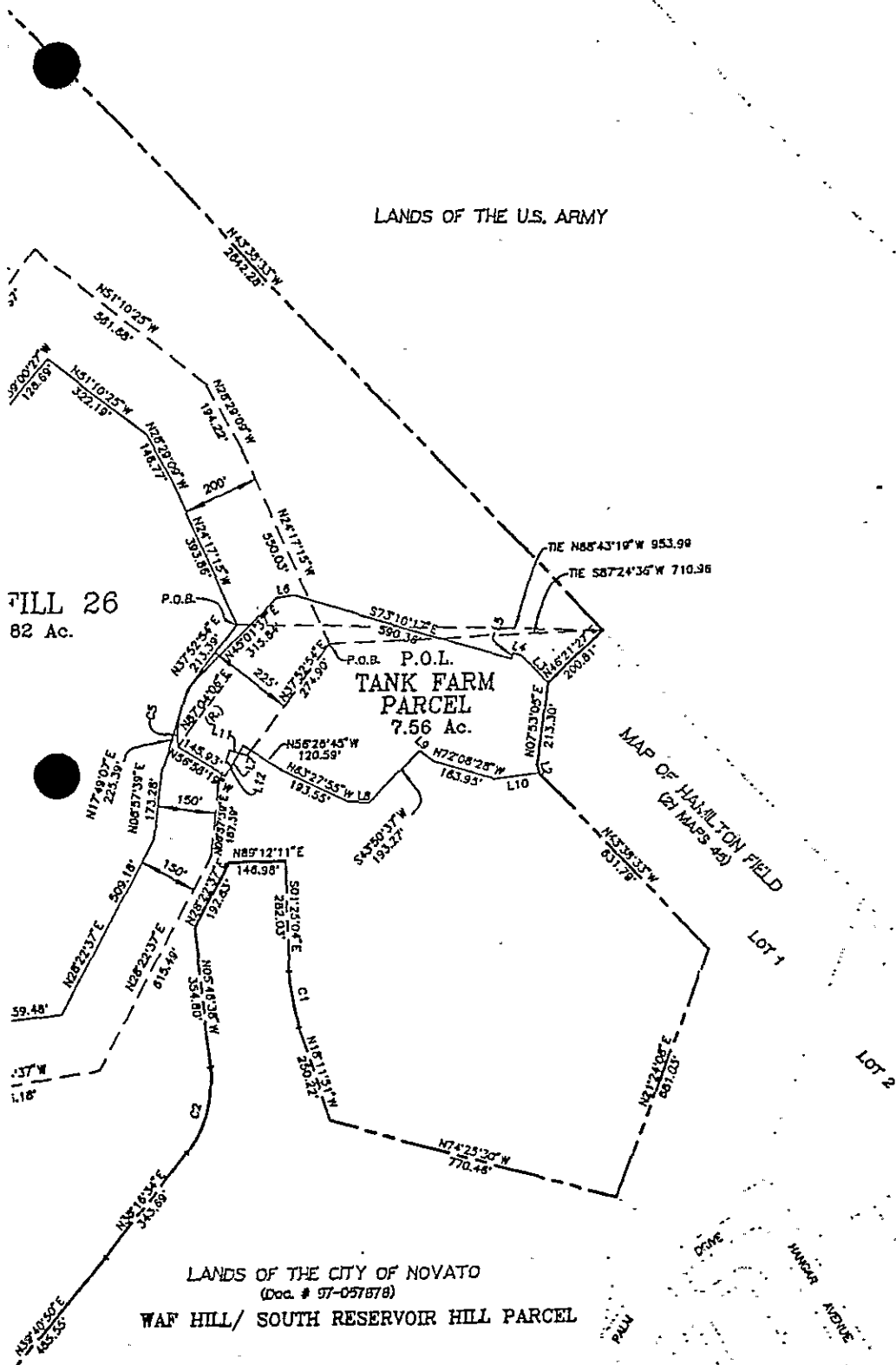
1. thence South  $37^{\circ}52'54''$  West 361.02 feet;
2. thence North  $72^{\circ}10'53''$  West 47.54 feet;
3. thence South  $17^{\circ}49'07''$  West 96.13 feet;
4. thence South  $06^{\circ}57'39''$  West 187.39 feet;
5. thence South  $28^{\circ}22'37''$  West 615.49 feet;
6. thence South  $80^{\circ}04'37''$  West 453.18 feet;
7. thence along a curve to the right, tangent to the proceeding course, having a radius of 270.00 feet, through a central angle of  $57^{\circ}51'06''$ , an arc length of 272.62 feet;
8. thence North  $42^{\circ}04'17''$  West 18.05 feet;
9. thence along a curve to the right, tangent to the proceeding course, having a radius of 290.00 feet, through a central angle of  $47^{\circ}55'43''$ , an arc length of 242.59 feet;
10. thence North  $05^{\circ}51'26''$  East 423.59 feet;
11. thence North  $13^{\circ}53'28''$  West 153.07 feet;
12. thence North  $16^{\circ}01'13''$  West 417.48 feet;
13. thence North  $39^{\circ}48'20''$  East 838.72 feet;
14. thence North  $39^{\circ}00'27''$  East 326.67 feet;
15. thence South  $51^{\circ}10'25''$  East 561.68 feet;
16. thence South  $28^{\circ}29'09''$  East 194.22 feet;
17. thence South  $24^{\circ}17'15''$  East 550.03 feet to the Point of Beginning.

Net area after exceptions 163.31 acres.

8						DRAWN BY: MRB/KSB	<div>CSW</div> <div>[St]</div> <div>790 DeLong</div> <div>(415) 892-4711</div>
7						DESIGNED BY: JCS	
6						CHECKED BY: JCS	
5						SCALE: 1"=200'	
4						DATE: JUNE 1, 1999	
3							
2	9-21-99	REVISED AMMO PILL PARCEL BOUNDARY BASED ON FIELD SURVEY	JCS				
1	NUMBER	DATE	DESCRIPTION	BY			

LINE	BEARING	LENGTH
L1	S86°02'02"E	48.72
L2	N13°18'52"W	23.24
L3	S43°04'15"E	101.54
L4	S72°38'03"E	17.43
L5	N21°57'09"E	18.89
L6	N80°54'55"E	50.04
L7	S30°41'12"W	95.01
L8	N87°33'02"W	54.57
L9	N51°11'49"W	47.97
L10	S82°41'09"W	116.77
L11	S72°10'33"E	47.54
L12	S17°49'07"W	177.03
L13	N42°04'17"W	18.05

CURVE	RADIUS	DELTA	LENGTH
C1	500.00	$\Delta = 15^{\circ}46'47"$	148.43
C2	305.00	$\Delta = 44^{\circ}03'12"$	234.51
C3	1934.91	$\Delta = 03^{\circ}12'59"$	108.81
C4	80.00	$\Delta = 95^{\circ}51'26"$	150.57
C5	300.00	$\Delta = 31^{\circ}20'30"$	184.11
C6	270.00	$\Delta = 57^{\circ}51'06"$	272.82
C7	290.00	$\Delta = 47^{\circ}55'43"$	242.59



FILL 26  
82 Ac.

Exhibit  
A  
(2 of 2)

W/STUBER-STROEN  
ENGINEERING GROUP, INC.  
INSULATING ENGINEERS  
Novato, CA. 94945-3246  
FAX (415) 892-4502

PREPARED UNDER THE DIRECTION OF:

HAMILTON FIELD  
AMMO HILL PARCEL & 800-B PARCEL

SHEET

C1

CITY OF NOVATO

MARIN COUNTY

CALIFORNIA

FILE NO.  
JOB #8-4100-38a  
410038-NORTHAM  
D 3754

The Original of this Exhibit B was not recordable. The Exhibit may be viewed at:

US Army Corps of Engineers  
Sacramento District  
1325 J Street  
Sacramento, CA 95814-2922

or,

Dept. of Toxic Substances Control  
Northern California Region  
10151 Croydon Way, Suite 3  
Sacramento, Ca 95827

MTBE Plume at Former UST 957/970 Site and HAAF  
(concentration in ug/L) Based on Data Collected in May 1999

**EXHIBIT B**

Date: September 10, 1999  
File: 8-410-038-E

### LEGAL DESCRIPTION MTBE PLUME BUFFER ZONE

Beginning at a point on the northeasterly line of the parcel granted to Golden Gate Bridge, Highway & Transportation District by deed recorded June 29, 1990 in Document No. 90-038197, Marin County Records, said point being South 47°58'44" East 1,827.90 feet from the intersection of said northeasterly line with the northwesterly line of Tract No. 1 as described in the judgement recorded December 28, 1944 in Book 478 of Official Records at Page 209, Marin County records;

1. thence leaving said northeasterly line North 05°12'05" East 772.78 feet;
2. thence North 76°02'24" East 775.10 feet;
3. thence South 28°14'07" East 909.56 feet;
4. thence due South 398.28 feet to the northwesterly line of the parcel granted to the City of Novato by quitclaim deed recorded October 10, 1997 in Document No. 97-057878, Marin County Records;
5. thence along the line of said City of Novato parcel South 39°40'50" West 304.43 feet;
6. thence North 84°38'47" West 597.50 feet to the aforesaid northeasterly line of Golden Gate Bridge, Highway & Transportation District Parcel (90-038197);
7. thence leaving the line of said City parcel (97-057878) and along said line of the Golden Gate Bridge, Highway & Transportation District, along a non-tangent curve to the left whose radius point bears South 45°14'14" West 1,934.91 feet, through a central angle of 03°12'58" an arc length of 108.61 feet;
8. thence continuing along said line of the Golden Gate Bridge, Highway & Transportation District North 47°58'44" West 517.83 feet to the Point of Beginning.

Containing ±30.98 acres.

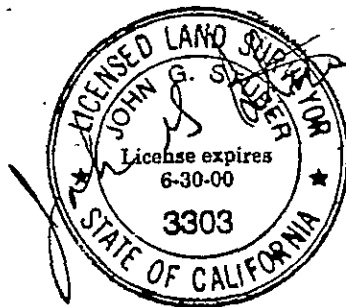
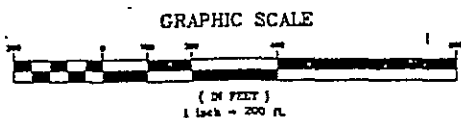


Exhibit C



MARIN COUNTY HUMANE SOCIETY  
(2752 OR 215)

BEL MARIN COMMERCE PARK  
UNIT 2  
(18 RM 23)

AMMO HILL PARCEL

BUFFER ZONE

LANDFI

LANDS OF GHILLOTI  
BROS., INC.  
(3202 OR 268)

400'± PLUME BUFFER ZONE

MTBE PLUME BOUNDARY  
500 PPB

800-B  
PARCEL

LANDS OF THE U.S. NAVY

U.S. HIGHWAY 101

PARCEL MAP  
OF HAMILTON FIELD  
PHASE TWO STAGE ONE  
(28 PM 35)  
800-A

NORTH HAMILTON  
PARKWAY

STATE ACCESS ROAD

HAMILTON  
SUBDIVISION

400'±  
TYP.

EXHIBIT C  
(1 of 2)

NUMBER	DATE	DESCRIPTION	BY
8			
7			
6			
5			
4			
3			
2			
1			

REVISION	BY	DATE	DESCRIPTION

DRAWN BY:	KSB
DESIGNED BY:	ACC
CHECKED BY:	ACC
SCALE:	1"=200'
DATE:	SEPTEMBER 9, 1999

CSW  
[St]<sup>2</sup> CSW, ENGR, CONS  
790 DeLong Ave., Novato  
(415) 892-4763



LANDS OF THE U.S. ARMY

LEGEND



TYPICAL WELLS REQUIRED TO  
MONITOR MTBE PLUME BY  
US NAVY

P.O.L.  
TANK FARM  
PARCEL

MAP OF HAMILTON FIELD  
(21 MAPS 45)

LOT 1

LOT 2

JWS

LANDS OF THE CITY OF NOVATO  
(Doc. # 97-057878)

WAF HILL SOUTH RESERVOIR HILL PARCEL

DRIVE

MAJOR AVENUE

REDUCED SCALE

EXHIBIT C

(2 of 2)

Basic

ER-STROEH  
GROUP, INC.  
ENGINEERS  
94945-3246  
415) 892-4502

PREPARED UNDER THE DIRECTION OF:

HAMILTON FIELD

MTBE PLUME EXHIBIT

SHEET

C1

CITY OF NOVATO

MARIN COUNTY

FILE NO.  
CALIFORNIA JOB # 8.4100.38  
410038-Exhibit-Plume  
A 1720

# LAND USE COVENANT WITH ENVIRONMENTAL RESTRICTIONS

## EXHIBIT D

### DOCUMENT REFERENCE LIST

All the following documents can be found in one of the three following locations:

1. US Corps of Engineer, Sacramento District, 1325 J. Street  
Sacramento, California 95814
2. Department of Toxic Substances Control, 10151 Croydron Way, Suite 3, Sacramento,  
California 95827 (916) 255-3545
3. Regional Water Quality Control Board, San Francisco Bay Region, 1515 Clay Street,  
Suite 1400, Oakland, California 94612

Document title and date:

Final Report, 800B and Ammo Hill Site Investigation Report  
GSA Phase II Sale Area, Hamilton Army Airfield, Novato, California, by IT Corporation,  
March 1998

Final Report, Interim Remedial Action Completion Report, 800B and Ammo Hill Parcels  
GSA Phase II Sale Area, Hamilton Army Airfield, Novato, California, by IT Corporation,  
December 1998

Final Remedial Action Plan, 800B and Ammo Hill Parcels, GSA Phase II Sale Area,  
Hamilton Army Airfield, Novato, California, by IT Corporation, December 1998

Letter from Mr. Ray Leclerc, P.E., Department of Toxic Substances Control (DTSC) To Mr.  
Joseph Baltar, US Army Corps of Engineers, Sacramento District dated January 22, 1999  
with attachments: (1) Memorandum from Mr. Michael Schum, PHD, DTSC, Human and  
Ecological Risk Division to Mr. Ray Leclerc, P.E., dated December 23, 1998, (2) letter  
from Ms. Susan Gladstone, Region Water Quality Control Board, San Francisco Bay  
Region to Mr. Ray Leclerc, P.E. dated December 24, 1998).

Tier 3 Risk-Based Corrective Action (RBCA) Assessment for Former Underground  
Storage Tank Site 957/970, Department of Defense Housing Facility Novato, California,  
and adjoining property on Hamilton Army Airfield, Version 1.0, July 13, 1999.